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# Agreement



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## NEWS MEDIA GUILD

Local 31222, The Newspaper Guild-  
Communications Workers of America

And

**AP** Associated Press

December 1, 2002 through November 30, 2005



# Agreement



## **NEWS MEDIA GUILD**

**Local 31222, The Newspaper Guild-  
Communications Workers of America**

And

**AP Associated Press**

**December 1, 2002 through November 30, 2005**



# **NEWS MEDIA GUILD**

***The Union for the Information Age***

**Local 31222**

**The Newspaper Guild-Communications  
Workers of America, AFL-CIO, CLC**

**PRESIDENT**

**TONY WINTON**

**SECRETARY-TREASURER**

**ADOLPHE BERNOTAS**

**FIRST VICE PRESIDENT AND MOBILIZER**

**VIRGINIA BYRNE-QUEEN**

**AT-LARGE VICE PRESIDENTS**

**JAY JORDEN    MARTHA HODEL    MARTHA WAGGONER**

**ADMINISTRATOR**

**KEVIN KEANE**

**REPRESENTATIVE ASSEMBLY (2003-2006)**

**JIM SUPANICK, NEW YORK, CHAIRPERSON**

**LARRY MARGASAK, WASHINGTON**

**JAY JORDEN, DALLAS, VICE CHAIRPERSON**

**BILL MCCALL, PORTLAND**

**BETH CAMPBELL, LOUISVILLE**

**DAVID MELENDY, BROADCAST**

**RICK GENTILO, TELEVISION**

**WILSON RING, MONTPELIER**

**ANICK JESDANUN, NEW YORK**

**DON RYAN, PHOTOGRAPHERS**

**JUDE KOHLER, DENVER**

**CHRIS SUNDHEIM, INDIANAPOLIS**

**RANK AND FILE**

**NEGOTIATING COMMITTEE**

**ADOLPHE BERNOTAS,  
CHAIRPERSON**

**MARTHA HODEL**

**JAY JORDEN**

**VIN CHERWOOD (ALTERNATE)**

## FOREWORD

This document is the text of the 2002-2005 News Media Guild Agreement with The Associated Press. It is a living document negotiated by the union and the company to set the terms and conditions of employment of the AP's employees who have a continuing relationship. It is like a constitution governing rights and obligations and regulating procedures. It is the ultimate authority in AP's relationship with the approximately 1,700 employees represented by this union.

The contract details rights of the company and the employees—including holidays, vacations, overtime, sick leave, wages, advancement opportunities, health care benefits and pensions. AP's responsibilities to the Guild-covered employees are minimal. **Nothing precludes AP from paying higher wages or providing better benefits or conditions of employment than the minimum specified.** However, no employee is permitted to work for less than these minimum standards.

Any benefits that the company provides its Guild-covered employees are required under this contract. The benefits and rights are the result of many years of dedicated service by countless AP Guild members—many of whom contributed time and money, in addition to their regular dues, to guarantee the benefits to employees in the Guild's jurisdiction.

NEWS MEDIA GUILD  
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New York, N.Y. 10036

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World Wide Web: [www.newsmediaguild.org](http://www.newsmediaguild.org)

*IMPORTANT NOTE: please use this  
address after April 1, 2004:*

*424 W. 33<sup>rd</sup> St., Suite 260  
New York, N.Y. 10001*

## **YOUR RIGHTS TO UNION REPRESENTATION**

The U.S. Supreme Court has affirmed a worker's right to union representation anytime that worker reasonably believes a discussion he/she may be having with a supervisor could lead to disciplinary action.

**BUT YOU MUST EXERCISE YOUR RIGHT AND ASK FOR REPRESENTATION.** "I respectfully request union representation" is all you need tell the supervisor or other management representative.

**YOUR REQUEST CAN COME ANYTIME DURING THE MEETING** – including the point where a "friendly chat" turns to questions on your job performance. It also may come before the start of the meeting if the intent of the meeting is announced or appears clear.

Following your request, the employer representative should permit you to summon a shop steward or other union representative.

**IF YOUR REQUEST IS DENIED, YOU MAY END THE MEETING – OR NOT ATTEND.**

Don't try to be your own lawyer. Demand the rights guaranteed by your Guild contract and the National Labor Relations Act.

For more information on your "Weingarten" rights, visit the union's website at [www.newsmediaguild.org](http://www.newsmediaguild.org)

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## **AGREEMENT**

December 1, 2002 – November 30, 2005

### **PREAMBLE**

This Agreement is entered into at New York, N.Y., on the 2nd Day of June, 2003, by and between THE ASSOCIATED PRESS, a New York corporation hereinafter referred to as the "Employer," and the NEWS MEDIA GUILD, a local, No. 31222, chartered by THE NEWSPAPER GUILD-COMMUNICATIONS WORKERS of AMERICA, hereinafter referred to as the "Guild," for itself and on behalf of all employees of The Associated Press described in Article 1, for whom the Guild is the exclusive collective bargaining agent.

### **Article 1 – COVERAGE**

1. This Agreement covers all editorial, newsphoto, newsfeatures, broadcast news, business office and photo sales department employees, correspondents (except for those set forth below), the World Service Supervisor/English Language Section, Business News Department Supervisor, New York Assignment Editor, World Services Photo Editor, Photo Desk Supervisors, New York General Desk Supervisors, of The Associated Press and wholly owned American subsidiaries employed (working) in the United States; but excluding the officers, general executives, bureau chiefs, and confidential secretaries, news editors, correspondents in correspondencies employing four or more AP personnel (including the correspondent in question); regional newsphoto editors, Washington Photo Supervisor, Washington Metro Editor, APTN Planning Editors, APTN Production Managers, APTN Production Coordinators, APTN Production Supervisors, APTN Assignment Managers, APTN International TV Manager, corporate records clerk, assistants to executives, paymasters and their confidential secretaries, purchasing executive, administrative assistants, chief cashier, World Service Supervisor/Latin America Section, Newsfeatures Art Director, Photo Darkroom Supervisor, Deputy Broadcast Editor, engineering employees and all employees represented by Local 1314, the Communications Workers of America.

2. The type of work normally performed within the bargaining unit by employees covered in Section 1 of this Article shall be performed by

employees covered by this Agreement. Such work or work of the same type but serving the same function, whether performed by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned to the employees covered by this Agreement provided that nothing in this Agreement shall be construed as barring the Employer from discontinuing any of its present operations or effecting technological changes in its operations or as barring non-union employees in the categories excluded from this Agreement under Section 1 of this article from continuing to perform the work done by them as part of their normal function.

Specifically, respecting excluded personnel who are professional journalists, nothing in this article, shall prevent them from managing, directing, supervising, overseeing and participating in news, photo and allied operations of the Employer. However, such participation in news, photo and allied operations shall not result in a numerical staff reduction of the employees covered by this Agreement, nor shall it result in any loss of regular pay or removal from entitled classifications or forced transfer from any bureau or department, and, further, such participation in news, photo and allied operations shall not include full-time work on news desks and other news and photo assignments or full-time coverage of continuing news events without the assistance of employees covered by this Agreement.

3. As in the past, this Agreement shall not apply to work traditionally and commonly performed by stringers and freelancers. However, stringers and freelancers shall not be used:

- (a) to perform regularly scheduled bureau or department duties or assignments within bureaus or departments;
- (b) to reduce the overall work force of employees covered by this Agreement or employee benefits under this Agreement;
- (c) to substitute for temporary employees in those projects historically performed by temporaries.

## **Article 2 – CHECKOFF**

1. Upon a regular employee's voluntary written request, the Employer shall deduct such an employee's monthly Guild dues, and/or assessments, according to certified schedules to be furnished by the Guild from time to time, from his/her salary account, unless such authorization is revoked in writing by the employee.

2. Such sums shall be paid to the Treasurer of the Guild on or before the end of the month in which the deductions are made.

3. For employees who execute a voluntary written request referred to in Section 1 after May 1, 2000, the form required shall be the following. All previous voluntary written requests referred to in Section 1 shall remain in force until revoked under their terms or until superseded by the following form, to be supplied by the Guild; provided, that notwithstanding the provisions of any previous authorization form, all employees covered by this Agreement shall have the right to revoke any assignment or authorization between November 2 and November 16 of a year in which a collective bargaining agreement between the Employer and the Guild expires on November 30 by following the procedures set forth in paragraph (b) below:

Treasurer

The Associated Press:

I hereby voluntarily request and authorize The Associated Press to deduct from my salary account for the first payroll in each calendar month a sum equal to my regular Guild dues, as certified by the Guild Treasurer to The Associated Press.

I further authorize The Associated Press to deduct from my salary account from time to time whatever sums are certified by the Guild Treasurer to The Associated Press as my regular assessments. Such sums are to be paid to the Treasurer of the Guild not later than the end of the month in which the deduction has been made.

I further agree and direct that, except as provided below, this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each from the date of my birthday or for the duration of each succeeding applicable collective bargaining agreement between the Employer and the Guild, whichever period shall be shorter.

I further agree that should I experience a break in service with The Associated Press that does not exceed 12 months, this assignment and authorization shall remain in effect for up to 12 months during any break in service and deductions shall resume with the first period after my re-employment.

I may revoke this assignment and authorization by:

(a) Giving written notice by registered mail of its revocation to the Employer and to the Guild on my birthday or during the fourteen (14) days following my birthday.

(b) Giving written notice by registered mail of its revocation to the Employer and to the Guild on November 2 or during the fourteen (14) days following November 2, through November 16, of a year in which a collective agreement between the Employer and the Guild expires on November 30.

(c) Giving written notice by registered mail of its revocation to the Employer and to the Guild during any period in which a collective bargaining agreement between the Employer and the Guild has expired without renewal or extension. Such notice of revocation shall become effective for the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues.

Birth date \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Bureau or Department \_\_\_\_\_

Date \_\_\_\_\_

### Article 3 – PAYROLL INFORMATION

1. The Employer agrees to furnish to the Guild the following information and payroll data for employees within Guild jurisdiction solely for use in collective bargaining between the Employer and the Guild.

2. The Employer shall provide the Guild monthly, within 15 days of the month in which the information became effective, with the following information:

(a) For new hires: name, sex, birthday, address, Social Security number, date of employment, classification, department, starting salary, economic differential, experience rating and experience anniversary date.

(b) For deletions: The information in (a) above and the reason for deletion.

(c) For transfers: The effective date and bureau or department transferred to and from, salary and economic differential and any change of status.

(d) In the case of part-time employees the initial report will include the number of hours assigned.

(c) For rehires: The information in (a) above plus the location of previous employment, the date removed from payroll, and the dates of the applicable probationary period as provided for in Article 6 (Job Security), Section 4 for former regular employees or as it applies under Article 20 (Temporary Employees), Section 3.

(f) Merit increases granted, name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

3. Up to thrice annually, upon request the Employer will provide a list of employees exempt from the hours and overtime provisions of Article 19 (Hours, Overtime and Work Schedules) with name, bureau, department, classification and reason for exemption. The Employer also shall supply the Guild annually, on request, a list of employees grouped by bureau and by department.

4. Up to thrice annually, upon Guild request and in a format specified by the Guild, where practical, the Employer will supply the Guild with a payroll list of employees covered in the unit and grouped by classification, and identified by bureau and department. This list will use names, date of birth and include minority grouping, service entry date, full years of service, experience anniversary date, weekly salary, date and amount of last merit increase and any broadcast fees. In the case of commission employees, the list will include the average weekly earnings from commission and guarantees. Also, at the same time, the Employer shall furnish a participation status report (showing the total number of participating employees) on the health, contributory group life and pension plans. By July 15 of each year, the AP will provide to the Guild a numerical breakdown of women, blacks, Hispanics, Asians, Native Americans, disabled persons and Vietnam Era veterans of the bargaining unit to the best of AP's knowledge.

5. The Employer shall supply the Guild no later than each June 1 the following information with respect to the Revised Retirement Plan for employees of The Associated Press represented by the Guild:

(a) A list of all pensioners in the plan as of the preceding January 1. Such list shall include the date of birth, date of retirement, length of service and amount of benefit.

(b) A list of "inactives" in the plan.

(c) The annual valuation of the plan as prepared by the actuary.

## Article 4 - GRIEVANCE PROCEDURE

1. The Guild shall designate a committee of its own choosing to take up with the Employer or its authorized agent any matter arising from the application of this Agreement or affecting the relations of the employee and the Employer.

2. Grievance procedure shall be initiated at the chief of bureau or department head level, where every reasonable effort shall be made to resolve the differences, except that grievances concerning a dismissal or alleged violation of Article 6, Section 3 of this contract may be taken directly to the national level. The grievance must be submitted in writing to the Employer within 90 calendar days of the occurrence of the event complained of, or in the case of a suspension, within 90 calendar days after written notice of the suspension is delivered to the Guild office in New York. A copy of the letter of suspension shall be sent to the Guild office within 14 days. Provisions of this article and Article 5 shall not apply on any grievance submitted more than 90 calendar days after the occurrence of the event complained of. The Guild agrees to inform the Employer in advance of the nature of the grievance. This information, to be supplied in writing, shall include pertinent details of the grievance, such as the names of the employees involved, the dates and, in cases of claimed contract violations, the article or articles on which the grievance is based. Once the grievance notification has been given, the grievance shall be settled only through grievance procedure set forth in this article or Article 5; however, only disputes in which it is claimed that an article or articles of this Agreement have been violated may be submitted to arbitration.

(a) In cases of grievances involving claims of continuing violations, the remedy period shall be limited to 90 days prior to the filing of the grievance.

3. The Employer agrees to meet with the committee within five calendar days after request for such meeting is received in writing as provided in Section 2 above. A maximum of two members of the grievance committee shall be given time off for such meetings, or more if by mutual agreement. If the Employer denies the grievance at the local level, the Guild shall be notified in writing within five calendar days of the last local meeting.

4. The Employer agrees to meet with Guild representatives at the national level on any grievance not settled after reasonable effort at the

local level, provided, however, that such request for a meeting at the national level must be made within 45 calendar days of the written denial at the local level. Every reasonable effort shall be made to resolve the differences. No grievance may proceed to arbitration under this article or Article 5 without a national grievance meeting and, further, provisions of this article and Article 5 shall not apply on any grievance submitted at the national level more than 45 calendar days after the written denial at the local level. The Employer agrees to meet with Guild representatives at the national level within five calendar days after written notice to the Employer stating the nature of the grievance, unless this time is extended by mutual consent. A maximum of three members of the grievance committee shall be given time off for such meetings. If the Employer denies the grievance at the national level, the Guild shall be notified in writing within five calendar days after the last national level meeting on the dispute.

### **Article 5 – ARBITRATION**

1. On the written demand of either party there shall be submitted to arbitration (the procedure for which is set forth below) all disputes arising out of the application of this Agreement, provided, however, that nothing in this Agreement shall obligate the Employer to arbitrate any issue arising out of the Employer's sole responsibility to determine the size and composition of its staff, assignment or reassignment, promotion or demotion of personnel, including correspondents, within the Employer's office or offices in the same city or town as long as the employee's salary and classification are not changed; provided further, however, this does not preclude arbitration of disputes which may arise under Article 8 insofar as that article relates to "no imposition of any unreasonable amount or type of work on any employee," or under Article 6, Section 3.

2. No grievance or dispute may be submitted to arbitration more than 45 days after the written notice of denial on the national grievance level (as described in Article 4, Section 4). In no case, however (rules of the American Arbitration Association notwithstanding), shall an arbitrator be appointed to rule on the issue of arbitrability of any matter arising out of the application of this Agreement if the demand for arbitration is filed after the above time limit is expired. This time limit may be extended by mutual consent.



3. In the event either party raises an issue of arbitrability, excepting the stipulation in Section 2 of this article, the arbitrator appointed shall first rule on the arbitrability issue before proceeding to determine the merits of the dispute if he/she determines the issue to be arbitrable.

4. A grievance under this article shall be submitted for arbitration only by written notice from the complaining party setting forth the grounds of the complaint. Such arbitration shall be conducted according to the voluntary labor arbitration rules of the American Arbitration Association, excepting the stipulations in Sections 2 and 3 of this article. The decision of the arbitrator in any such arbitration shall be final and binding, and the expenses of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

5. All arbitration demands shall be filed with and administered by the New York City office of the American Arbitration Association. The Association shall provide the parties with a panel of qualified arbitrators from that location and office. After discussion, the parties shall determine the most appropriate and efficient location for the hearing. In the absence of agreement, the hearing shall be conducted in the city that serves as the control bureau for the location where the grievance arose. Any subsequent days of hearing shall be conducted on an alternating basis between the location preferred by the Guild and the location preferred by the Employer.

## **Article 6 – JOB SECURITY**

1. There shall be no dismissals except for just and sufficient cause. The Guild and the employee shall be notified in writing at least four weeks in advance of any dismissal, with the reason for the dismissal stated in such notice, except in cases of proven financial dishonesty, gross insubordination, gross neglect of duty, or gross misconduct in the performance of his/her duties, or where discharge is self-provoked for purposes of collecting dismissal indemnity. In the latter specified instances oral notice will be supplied to the Guild by the Employer. The Employer may pay four weeks' salary in lieu of notice to the individual.

2. There shall be no dismissals by reason of putting this Agreement into effect. There shall be no reduction in salaries (including bases and rates for computing commissions) except as may be qualified by Articles 25

(Military Service) and 10 (Advancement Opportunities) or by return to their regular assignments of employees who have been temporarily transferred to higher classification work. At the employee's request, and by agreement of the Employer, an employee may be transferred to an assignment of lesser responsibility or compensation.

3. There shall be no discharge of or other discrimination against any employee because of his/her membership or activity in the Guild. There shall be no interference or attempt to interfere with the activities of the Guild. There shall be no discrimination as to age, sex, sexual orientation, race, creed, color, national origin, disability or status as a Vietnam Era veteran to the extent prescribed by law.

4. An employee may be employed for a trial period not to exceed nine months and may be discontinued at any time during such trial period with three weeks' notice or three weeks' pay in lieu of notice. The Employer has the sole right to make this determination, and further, the provisions of Article 5 (Arbitration) shall not apply to an employee discontinued during his/her trial period. Within 10 days after the employee has completed three months, five months and eight months of employment, the employee shall receive a written evaluation from his/her supervisor. If the second evaluation is not provided by 10 days after the five-month anniversary, the trial period shall be ended. Nothing shall prohibit the Employer from lifting the trial period at any time. Former employees rehired shall undergo a trial period not to exceed three months. Military service shall not count in the computation of the trial period.

5. The Employer shall give regular employees displaced by the transfer of a particular function of a bureau or department the option of accepting a transfer with the function to another bureau or department or accepting dismissal indemnity in lieu of a transfer. In case of the cessation of functions of a bureau or department, the Employer shall offer transfers to the regular employees affected or, if unable to do so, shall reduce the force. Should the employee decline a transfer or be released by reduction of force he/she shall receive dismissal indemnity as provided for in Article 7, Section 5. Acceptance of dismissal indemnity by an employee under either of the conditions set forth above shall be entered on the records as a resignation.

6. In the case of a reduction in staff, the Employer will follow established practice of giving due weight to the seniority of the employees in

the same classification in the bureau or department in selecting the employee to be discharged. Specifically, where the senior employee is qualified for the work available, the employee with the least seniority in the affected classification will be selected.

7. Employees dismissed under Sections 5 and 6 of this article shall have their names placed for eighteen (18) months on a preferential list for re-employment in the particular bureau or department concerned and shall be re-employed if a vacancy occurs during that period. Seniority shall prevail on re-employment where employees are qualified for the available work.

8. The Employer will give the Guild not less than six months' notice prior to the installation of new equipment or machinery generally referred to as automation, provided that such installation would result in a reduction of the staff. The Employer will continue its policy of accomplishing any such reduction in staff by attrition, if possible. All employees displaced may elect termination with dismissal indemnity as specified under Article 7, Section 5. Employees with not less than five years' continuous service may apply for existing vacancies in other related classifications within the jurisdiction of the Guild. If such employee is not qualified in the opinion of the Employer for the position sought, the Employer will give a minimum of three and no more than six months' paid training for the new related classification at a rate of pay not less than the beginning scale for the new classification, or at the pay in the employee's old classification, whichever may be higher. In the case of employees who do not elect any of the above options, the Employer agrees to pay school fees or tuition not exceeding \$4,000 per employee for training for other work in a school or institution duly accredited under the Veterans Re-adjustment Benefits Act of 1966 or at another institution acceptable to the Employer. Under this option the employee would receive dismissal indemnity and terminate Associated Press employment.

9. The Employer shall furnish employees a copy of any commendation, criticism, rating or formal comment regarding their overall performance simultaneously with its being placed in the employee's personnel file. The employee shall be entitled to file a response, which the Employer shall place in his/her personnel file. Upon request, each employee shall receive an assessment of his/her qualifications for advancement. Each employee in every classification covered by this Agreement shall receive a personnel evaluation once annually within ten (10) business days of his/her anniversary date of hire, followed by a conference with the employee's

chief of bureau or department head. The employee shall be given a copy of the written annual appraisal to be placed in his/her personnel file, and shall have the right to have a written response entered with it.

10. Editorial assistants, photo assistants and graphics assistants shall not be hired to replace newsmen, photo editors, photographers or artists.

## **Article 7 – DISMISSAL INDEMNITY/SEVERANCE**

1. Except as noted in this article, dismissal indemnity shall be paid to any employee who has completed the trial period and who is discharged, in addition to four weeks' notice of discharge, provided the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

2. Except as noted herein, dismissal indemnity shall be paid in a lump sum at the rate of two weeks' of pay for the first six months of service, plus one week's pay for each subsequent full six months of continuous service up to a maximum of 72 weeks' pay for 426 months or more of continuous service. Employees who are terminated for poor performance will be paid dismissal indemnity in a lump sum at the rate of one (1) week's pay for each full 12 months of continuous service up to a maximum of 36 weeks' pay for 426 months or more of continuous service with the Employer.

3. Indemnity shall be based on the highest regular weekly salary received by the employee during his/her last continuous employment with the Employer.

4. Dismissal indemnity need not be paid to any employee discharged for proven financial dishonesty, gross insubordination, gross neglect of duty, or gross misconduct in the performance of his/her duties, where discharge is self-provoked for purposes of collecting dismissal indemnity or where the employee does not execute a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

5. Employees who are terminated due to staff reductions at a new or merged business within 24 months of an entity's acquisition by the Employer will be paid dismissal indemnity in a lump sum at the rate of one week's pay for each full 12 months of continuous service with the Employer up to a maximum of two (2) weeks pay. Except for those

employees who are terminated within 24 months of an entity's acquisition by the Employer, anyone covered by this Agreement shall receive a severance payment equal to the dismissal indemnity schedule contained in Section 2 of this article if they are affected by a staff reduction. In addition, they shall receive payments based on the following schedule: two weeks' pay for employees with less than five years of service; four weeks' pay for those with five or more but less than 10 years of service; six weeks' pay for those of 10 years or more but less than 15 years of service; and eight weeks' pay for those of 15 years or more of service. In the case of an employee who worked for another entity at the time it was acquired by the Employer, service time and severance/dismissal pay eligibility shall be determined in accordance with the terms of the buy/sell agreement. But in no case shall the Employer pay any severance under this schedule unless the employee actually is separated from the Employer's service and the employee executes a separation agreement and general release of all claims against the Employer except timely filed grievances under this Agreement.

6. In the event of death before retirement, the Employer shall pay to a designated beneficiary, or the employee's estate if no beneficiary has been designated, an amount equal to the dismissal indemnity to which the employee would have been entitled on termination by the Employer at time of death, provided, however, that no such payment shall exceed \$7,500. The Employer may, however, deduct from the aforesaid amount the proceeds of any group life or casualty insurance to which the employee was entitled by reason of employment with the Employer.

## **Article 8 – NORMAL WORK**

1. The Employer shall determine the size and composition of its staff and shall maintain an adequate working force at all times so that there is no imposition of any unreasonable amount or type of work on any employee. The Employer will take cognizance that additional duties imposed on employees will limit their ability to perform the amount of work previously done.

2. Should the Employer create a new job category or new job duty within the Guild's jurisdiction, the Employer shall notify the Guild and the parties shall negotiate a new minimum compensation. If agreement on minimum compensation cannot be reached, the controversy shall be sub-

mitted to final and binding arbitration under the procedure set forth in Article 4 (Grievance Procedure) and Article 5 (Arbitration). A change in the method of operation shall not be considered a new job duty unless such change materially alters the job function.

## **Article 9 – TRANSFERS**

1. The policy of the Employer is to meet the needs of the service and, wherever possible, to provide wider opportunities for employees. Employees desiring transfer opportunities should make known their wishes in writing to their chiefs of bureau or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit. Transfers to other bureau cities shall be made only by mutual consent of the Employer and the employee, and no employee shall be penalized for refusing to accept a transfer, except as specified in Article 6 (Job Security).

2. The Employer shall pay the transportation expenses of the employee, the employee's spouse, dependent children, and other dependents living in the employee's household at the time the transfer is offered, the transfer of the employee's household goods and effects, the total not to exceed an amount estimated by the employee and approved by the Employer in advance. The Employer also shall pay living expenses of the employee and aforesaid dependents until the employee finds adequate housing. Settling shall be done as expeditiously as possible, but in no case shall the Employer be required to pay living expenses for more than four weeks. Consideration shall be given by the Employer to those cases in which the need for living expenses exceeds four weeks.

3. In the case of a transfer, or under other circumstances when approved by the Employer, the Employer will pay expenses for one round trip of the transferring employee to the employee's former home as part of the settling agreement. If more than one such trip is required for settling, the Employer shall extend consideration to the affected employee for expenses incurred in the additional trips.

4. There shall be no reduction in salary because of a transfer, unless an employee exercises his/her option under Article 6, Section 2. However, an employee transferring to another bureau city shall receive the economic differential applicable to the city to which he/she is transferred; the

employee will be informed in writing before the transfer of any change in the differential. No employee may agree to terms less than those provided by this Agreement.

5. The Employer shall not be bound by Section 2 above when an employee requests a transfer for personal reasons and the Guild office in New York will be advised of any transfers made under this provision. A written request for transfer filed with the Employer as outlined in Section 1 of this article shall not of itself be considered a transfer request for personal reasons.

### **Article 10 -- ADVANCEMENT OPPORTUNITIES**

1. (a) Notices for the following promotional opportunities, whether or not covered by this Agreement, shall be posted by the Employer electronically or on clip or bulletin boards in all work locations nationally: photographer, domestic correspondent, full-time designated sports writer, news editor, broadcast editor in designated bureaus, member of the national writing team, member of the regional writing team, newsperson General Desk (New York), newsperson Washington Bureau, newsperson Washington Broadcast News Center (national, but excluding the Metro Desk staff), APTN positions, newsperson Sports (New York), newsperson Business News (New York), newsperson International Desk (New York), chief of bureau and assistant chief of bureau. These notices shall provide employees two weeks from the transmittal date to make application for the positions, except on those rare occasions when AP needs to fill a particular vacancy more rapidly, in which cases the Employer shall notify the Guild in writing. These notices shall be transmitted to the Guild office in New York.

(b) Notices for vacancies in Class A (newspersons, artists, cartoonists and retouchers) and Class D (programmers) shall be posted by the Employer on clip or bulletin boards in the bureau or department where the opening exists for a minimum of five calendar days before the position is filled.

(c) Notices for vacancies in all classifications not specified above shall be posted by the Employer on clip or bulletin boards in the bureau or department where the opening exists.

(d) Employees desiring transfer opportunities should make known their wishes, in writing, to their chiefs of bureau or department heads, with a copy sent to the Director of Human Resources in New York, to get them on record for consideration when conditions permit, as provided in Article

9 (Transfers). In such cases, the employee may also forward a copy to the chief of bureau or department head in the location to which the employee seeks a transfer.

(e) The notices required by all subsections of this Section 1 that are required to be posted in New York City shall be posted on one centrally located bulletin board for the convenience of employees.

(f) The Employer shall retain the exclusive right to determine who shall fill any vacancy, subject to any applicable provisions of this article.

2. (a) For openings in the Class A classification, preference over new applicants shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform, with the Employer being the sole judge of the employees' ability.

(b) In all other classifications covered by this Agreement, preference shall be given to the advancement of employees in lower classifications subject to the employees' ability to perform. In selecting employees for advancement, the Employer will give preference to length of service.

(c) Nothing herein is intended to exclude other Associated Press employees from consideration.

3. Employees desiring an opportunity to advance to the Class A or Class G classifications may be given tryouts as specified below:

(a) If the tryout occurs because of a vacancy on the regular news staff, the tryout period will not exceed six months, with the employee receiving performance appraisals after two and four months. In the event such employee proves able to perform such duties regularly, he/she shall be given the proper classification on a regular basis. If unable, he/she shall revert to the old classification and duties without loss of benefits to which he/she might be entitled.

(b) If the tryout occurs because of a temporary vacancy or project (such as vacation relief, legislative relief, disability relief or a leave of absence), the tryout period will not exceed nine months, with the employee receiving performance appraisals after three and six months. At the conclusion of such a temporary assignment, before the employee's return to the old classification, he/she will be provided with an appraisal of the work in the higher classification.

4. Employees desiring an opportunity to advance to classifications other than those specified in Section 3 above may be given tryouts for a period of three months, and will be given performance appraisals after one and two months.



5. The salary during such trial periods shall not be less than the employees' wages for their present classification, or the starting minimum in the new classification, whichever is higher.

6. The Employer shall not be required to pay higher classification pay rates to any employees who voluntarily do Class A work for the purpose of advancing themselves, provided that:

- (a) They do not displace another regular employee;
- (b) They are not scheduled regularly for such volunteer work;
- (c) They perform the news work within their regular working hours;
- (d) The volunteer work is not continued beyond a six-month period

without agreement by the parties to this contract.

7. Reassignment of an employee to higher classification work shall not be deemed a work schedule change calling for penalty payment under the provisions of Article 19 of this Agreement.

#### **Article 11- WAGE MINIMA**

The Employer agrees to establish the following weekly minimum rates in the following classifications effective June 2, 2003, December 1, 2003, and December 1, 2004, respectively:

<b>A</b>			
<b>Newspersons, Photographers, Artists, Cartoonists and Retouchers</b>			
<b>Years of Experience</b>	<b>6/2/03</b>	<b>12/1/03</b>	<b>12/1/04</b>
To start	\$599.00	\$616.86	\$637.70
In the 2 <sup>nd</sup> year	650.92	670.32	692.98
In the 3 <sup>rd</sup> year	684.10	704.49	728.30
In the 4 <sup>th</sup> year	743.31	765.46	791.34
In the 5 <sup>th</sup> year	846.43	871.66	901.12
In the 6 <sup>th</sup> year	1,005.00	1,035.00	1,070.00

**B**  
**Photo Printers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$640.29	\$659.37	\$681.66
In the 2 <sup>nd</sup> year	720.41	741.88	766.95
In the 3 <sup>rd</sup> year	759.44	782.07	808.50
In the 4 <sup>th</sup> year	864.51	890.27	920.36
In the 5 <sup>th</sup> year	987.61	1,017.04	1,051.41

**C**  
**Messengers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$543.23	\$559.42	\$578.33
In the 2 <sup>nd</sup> year	606.71	624.79	645.91

**D**  
**Programmers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$599.00	\$616.86	\$637.70
In the 2 <sup>nd</sup> year	650.92	670.32	692.98
In the 3 <sup>rd</sup> year	684.10	704.49	728.30
In the 4 <sup>th</sup> year	743.31	765.46	791.34
In the 5 <sup>th</sup> year	846.43	871.66	901.12
In the 6 <sup>th</sup> year	1,005.00	1,035.00	1,070.00

**E**  
**Computer Maintenance Controllers and Tabulators**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$608.25	\$626.37	\$647.55
In the 2 <sup>nd</sup> year	756.05	778.58	804.89

**F**  
**Telephone Operators, Stenographers and Receptionists**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$529.57	\$545.35	\$563.79
In the 2 <sup>nd</sup> year	555.51	572.06	591.40
In the 3 <sup>rd</sup> year	567.52	584.44	604.19
In the 4 <sup>th</sup> year	603.73	621.72	642.73

**G**  
**Editorial, Photo and Graphic Assistants;  
Information Specialists and Photo Librarians**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$541.59	\$557.73	\$576.58
In the 2 <sup>nd</sup> year	587.91	605.43	625.90
In the 3 <sup>rd</sup> year	628.74	647.48	669.36
In the 4 <sup>th</sup> year	656.93	676.51	699.38
In the 5 <sup>th</sup> year	702.43	723.37	747.82
In the 6 <sup>th</sup> year	774.18	797.25	824.19
Head info. Specialist; Head Photo Librarian	854.65	880.12	909.87
Asst. Photo Librarian	783.01	806.34	833.60

**H**  
**News Dictationists**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$541.49	\$557.62	\$576.47
In the 2 <sup>nd</sup> year	605.89	623.94	645.03
In the 3 <sup>rd</sup> year	646.56	665.83	688.33
In the 4 <sup>th</sup> year	672.19	692.22	715.61

**I**  
**Picture Dispatchers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$499.74	\$514.63	\$532.03
In the 2 <sup>nd</sup> year	555.20	571.74	591.07
In the 3 <sup>rd</sup> year	606.71	624.79	645.91
Chief picture dispatcher	631.62	650.44	672.42

**J**  
**Clerks**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$501.33	\$516.27	\$533.72
In the 2 <sup>nd</sup> year	556.33	572.91	592.27

**K**  
**Production Assistants**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$525.26	\$540.91	\$559.19
In the 2 <sup>nd</sup> year	578.05	595.28	615.40

**L**  
**Office Assistants**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$473.54	\$487.65	\$504.13
In the 2 <sup>nd</sup> year	498.14	512.98	530.32
Head Office Assistants*	566.34	583.22	602.93
*in cities where more than one office assistant is employed.			

**M**  
**Audit and Payroll Clerks and Assistant Bookkeepers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$513.45	\$528.75	\$546.62
In the 2 <sup>nd</sup> year	544.21	560.43	579.37
In the 3 <sup>rd</sup> year	616.11	634.47	655.91

**N**  
**Key punch Operators, Equipment Records Clerks  
and Stock Clerks**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$527.26	\$542.97	\$561.33
In the 2 <sup>nd</sup> year	569.17	586.13	605.94
In the 3 <sup>rd</sup> year	611.43	629.65	650.94

**O**  
**Bookkeepers**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$543.23	\$559.42	\$578.33
In the 2 <sup>nd</sup> year	607.27	625.37	646.51
In the 3 <sup>rd</sup> year	652.16	671.59	694.29

**P**  
**Assistant Cashiers, Assistant Paymaster, Accountants  
and Foreign Disbursement Auditors**

Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$626.22	\$644.88	\$666.68
In the 2 <sup>nd</sup> year	677.32	697.51	721.08
In the 3 <sup>rd</sup> year	715.17	736.48	761.37
In the 4 <sup>th</sup> year	814.80	839.08	867.44

<b>Q</b> <b>Sales Correspondents</b> <b>(New York City Wide World Photo Sales Department only)</b>			
Years of Experience	6/2/03	12/1/03	12/1/04
To start	\$529.21	\$544.98	\$563.40
In the 2 <sup>nd</sup> year	614.26	632.56	653.94
In the 3 <sup>rd</sup> year	650.26	669.63	692.27

## **R**

### **Economic Differentials**

Following is a list of bureau and correspondence cities where economic differentials shall be paid to employees in A and D pay classifications or in G pay classifications (effective June 3, 2003) only and shall be included in computations for all benefits provided under this Agreement, regardless of whether the individual benefit is to be based on "pay," "salary," "base pay," "base salary," "regular salary," or any other word or group of words meaning a sum of money given as compensation for employment.

**Class A:** New York, Washington, Washington AP Radio/Broadcast News and Washington/NYC APTN operations. Effective June 3, 2003, Los Angeles, San Francisco, San Jose, San Diego, White Plains and Garden City will be moved from Class B to Class A. Effective December 1, 2004, Chicago and Boston will be moved from Class B to Class A.

**Class B:** Anchorage, Berkeley, Boston, Chicago, Elgin, Garden City, Honolulu, Juneau, Los Angeles, San Diego, San Francisco, San Jose, Springfield (Va.), and White Plains.

**Class C:** Annapolis, Atlanta, Atlantic City, Baltimore, Columbus, Concord, Dallas, Denver, Detroit, Fort Worth, Hagerstown, Hartford, Kansas City, Miami, Milwaukee, Minneapolis, Montpelier, Mount Laurel, New Haven, Newark, Olympia, Philadelphia, Pittsburgh, Sacramento, St. Paul, Salt Lake City, Seattle, Stamford, Tampa, Trenton.

**Class D:** Albany (Ga.), Albany (N.Y.), Albuquerque, Augusta (Maine), Austin, Baton Rouge, Birmingham, Bismarck, Boise, Buffalo, Cape Canaveral, Carbondale, Carson City, Champaign, Charleston (S.C.), Charleston (W.V.), Charlotte, Chattanooga, Cheyenne, Cincinnati,

Cleveland, Columbia, Dayton, Des Moines, Dover, El Paso, Evansville, Fargo, Frankfort, Fresno, Grand Rapids, Grants Pass, Harlingen, Harrisburg, Helena, Houston, Huntington, Indianapolis, Iowa City, Jackson, Jacksonville, Jefferson City, Johnson City, Knoxville, Lansing, Las Vegas, Lexington, Lincoln, Little Rock, Louisville, Lubbock, Madison, Memphis, Mobile, Montgomery, Morgantown, Nashville, New Orleans, Norfolk, Oklahoma City, Omaha, Orlando, Pensacola, Peoria, Pierre, Pikeville, Phoenix, Portland (Maine), Portland (Ore.), Providence, Raleigh, Reno, Richmond, Roanoke, Rochester, Salem, San Antonio, Santa Fe, St. Louis, Sioux Falls, South Bend, Spokane, Springfield (Ill.), Springfield (Mass.), Springfield (Mo.), State College, Syracuse, Tallahassee, Toledo, Topeka, Traverse City, Tucson, Tulsa, Wausau, West Palm Beach, Wichita, Yakima.

Cities	Wage Classifications A and D Effective 6/2/03	Wage Classification G Effective 6/2/03
Class A	\$120.00	37.00
Class B	88.00	29.35
Class C	51.15	17.05
Class D	36.30	12.10

Should any new control bureau or correspondence be created during the life of this Agreement, it shall be covered under the economic differentials for Class D.

**S**

**Outside Salespersons**

1. The compensation for commission employees of Wide World Photos for the sale of AP-owned pictures shall be calculated quarterly on the following sliding scale based on changes in quarterly sales performance over the comparable quarter of the previous year:  
(a) A salesperson increasing sales revenue more than 15 percent would receive a 22 percent commission on all photo sales.



(b) A salesperson increasing sales revenue in the range of more than 10 percent up to 15 percent would receive a 20 percent commission on all photo sales.

(c) A salesperson increasing sales revenue up to 10 percent would receive an 18 percent commission on all photo sales.

(d) Newly hired commissioned salespeople shall receive an 18 percent commission on all photo sales during their first 12 months of employment.

(e) Commission payments as calculated under (a), (b) or (c) or (d) above will be made only after receipt of payments from billed clients.

(f) The commission on the direct sale of all non-AP owned pictures will be paid at the rate the individual salesperson is entitled to under the sliding scale formula based on the AP's gross share of the sale.

2. Compensation in any bi-weekly period shall not be less than \$200 bi-weekly. In no cases shall minimum guarantees be decreased during the term of this Agreement by reason of this provision, nor shall this Agreement prevent the Employer from increasing the bi-weekly guarantee to the commission salesperson.

3. Any salesperson who covers his/her bi-weekly guarantee by billing \$1,000 bi-weekly, will receive the following incentive payment, which is to be part of the employee's salary, but is not to be used in calculation of benefits in Section 4 and 6 of this article and Article 28 and Article 29 of this Agreement: \$1,000-\$1,500 in sales, \$10.00; \$1,501-\$2,000 in sales, \$15.00; \$2,001 and up in sales, \$20.00.

4. For employees working on a commission basis, dismissal indemnity, sick leave and vacation pay shall be computed at the average weekly commission for the preceding calendar year, except for disability absences of a fraction of a week as noted hereafter. Average weekly commission shall mean earnings from the previous calendar year on sales only. Employees working on a commission basis who have six months of employment, but have not completed a calendar year, shall receive dismissal indemnity computed at the average weekly compensation received during their entire employment period.

5. Where a commission employee is absent for a fraction of a week because of New Year's Day, Martin Luther King Jr. Day (effective in 2002), Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and an employee's birthday and per-

sonal holidays, the employee's compensation for that week shall include all his/her commissions for the days worked in that week plus the employee's average daily commissions, computed as in Section 4 above. In cases of absences of one to four days due to illness, the salesperson will receive only commissions that accrue during that absence. In cases of absences of one week or more due to illness, the salesperson will receive commissions earned during that absence plus the average daily commissions as computed in Section 4.

6. The holiday provision applies whether the holiday occurs during a regular workweek, or whether the employee is given a day off when a holiday occurs while he/she is on vacation. If the holiday occurs on the employee's regular day off, he/she shall receive an additional day off, on the basis of the formula in Section 4 of this article.

## **Article 12 – BROADCAST NEWS CENTER**

### **A**

#### **Fees for AP Radio/Broadcast News Personnel**

The following fees apply to AP Radio/Broadcast News personnel (effective December 1, 2003 all "A" fees listed will be increased 2.98 percent as noted below):

(a) For prerecorded broadcasts of one (1) minute or under, \$1.50. (\$1.54 as of 12/01/03)

(b) For prerecorded broadcasts of more than one (1) minute and up to two and one-half (2.5) minutes, \$2.00. (\$2.06 as of 12/01/03)

(c) For prerecorded broadcasts of more than two and one-half (2.5) minutes and up to five (5) minutes, \$5.50. (\$5.66 as of 12/1/03)

(d) For live broadcasts of one (1) minute or under, \$2.75. (\$2.83 as of 12/1/03)

(e) For live broadcasts of more than one (1) minute and up to two and one-half (2.5) minutes, \$3.50. (\$3.60 as of 12/1/03)

(f) For live broadcasts of more than two and one-half (2.5) minutes and up to five (5) minutes, \$6.50. (\$6.69 as of 12/1/03)

(g) For live or prerecorded broadcasts of more than five (5) minutes and up to ten (10) minutes, \$8.00. (\$8.24 as of 12/1/03)

(h) For live or prerecorded broadcasts of more than ten (10) minutes and up to thirty (30) minutes, \$12.50. (\$12.87 as of 12/1/03)

(i) For live or prerecorded broadcasts of any duration in which the staffer is responsible solely for introducing a live or taped event and then closing the program at the conclusion of coverage, \$20.00. (\$20.60 as of 12/1/03)

(j) For live or prerecorded broadcasts of more than thirty (30) minutes, \$25.00 (\$25.75 as of 12/1/03) for each half-hour or any portion thereof. If more than one AP Radio/Broadcast News staff member is involved in the broadcast, this fee shall be paid only to the person(s) designated as "anchor" or "co-anchors."

(k) For live or prerecorded broadcasts of more than thirty (30) minutes, AP Radio/Broadcast News personnel, other than the "anchor" or "co-anchor," who perform voice work shall be paid \$10.00 (\$10.30 as of 12/1/03) for each half-hour portion in which they participate, in lieu of any other fees under this Section.

(l) In connection with All News Radio Network (ANR), the parties agree to the following fee schedule;

1. For an all-news anchoring shift containing three hours of air work, \$37 (\$38.10) in lieu of all other fees. If more or fewer hours of air work are performed, the fee shall be pro-rated at \$12.33 (\$12.70 as of 12/1/03) per hour.

2. Any BNC staffer who worked two or more weekend anchoring shifts during 1993 shall be paid \$39 (\$40.16 as of 12/1/03) for any weekend ANR anchoring shift he/she works, in lieu of all other fees.

3. For all-news sports or business anchoring shifts, the fees in Article 12, Section A, will apply.

4. The fees are for work performed. In no case shall any staffer be paid more than once for the same program.

## **B**

### **Fees for AP Employees Other Than AP Radio/Broadcast News Personnel**

1. Exclusive of the AP Radio/Broadcast News staff, any other AP employee assigned to provide a live or taped report will be paid for the report if it is technically acceptable to the editor in charge of Broadcast News Center. Payment will be made on acceptance regardless of whether the report actually is used.

2. The following fee schedule is applicable to those AP employees covered under Section 1 (above) and to any AP employee, exclusive of the AP Radio/Broadcast News staff, whose live or taped reports are broadcast on AP Network News and/or All News Radio (Effective December 1, 2003, all "B" fees listed below will be increased by 2.98 percent):

(a) For a question and answer session, \$6.50. (\$6.69 as of 12/1/03) (A session in which the employee responds to prompting rather than reading from a separate radio script.)

(b) For an actuality, \$8.50. (\$8.75 as of 12/1/03) (The recorded sound of a newsmaker or news event.)

(c) For a voice report, \$15.00. (\$15.45 as of 12/1/03) (A report in which the employee prepares and voices a separate radio script.)

(d) For an on-the-scene report, \$15.00. (\$15.45 as of 12/1/03) (A report that combines the actual sound of a news event with the employee's running account as it takes place.)

(e) For a voice/actuality wraparound, \$25.00. (\$25.75 as of 12/1/03) (A voice report containing one or more actualities.)

**C**

**Talent Differentials for AP Radio/Broadcast News Personnel**

At least 12 members of The Associated Press Radio/Broadcast News staff shall be paid a talent differential equal to 15 percent of their weekly base salary. Each of the 12 or more employees shall be selected by the Employer at its sole discretion, and the Employer may discontinue the differential for any such staffer at its sole discretion.

**D**

**APTN Scheduling**

1. APTN employees who are regularly assigned to go to the scene of a story and whose weekly salaries are at least seven and one-half (7.5) percent above their appropriate wage minima shall be exempt from the scheduling start times and penalties for schedule changes.

(a) Schedules shall be posted on Friday, sixteen (16) days preceding the week for which they apply, without penalty. The Employer will pay

four hours at the overtime rate to each affected employee for each day until a late schedule is posted.

(b) Days off shall be scheduled and are subject to provisions of Article 19, Section 6.

(c) No employee shall be scheduled for more than seven (7) consecutive days of work.

(d) The Employer shall make every effort to minimize the effect of changed schedules on any single employee.

(e) Should assignments deprive a staffer of adequate rest intervals before time for their next assignment, they shall be provided reasonable latitude in reporting to work, subject to the approval of the chief of bureau or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstance shall be made.

2. AP may schedule Assistant Assignment Managers either according to the provisions of subparagraph 1 above, under Article 19 or according to a flexible schedule of shifts commencing either at 2 p.m. or 9 p.m. and continuing for ten (10) consecutive hours thereafter. In each two (2) week flexible schedule period, regular full-time Assistant Assignment Managers will be scheduled to seven (7) shifts of ten (10) hours each as follows: work four (4) consecutive workdays followed by four (4) consecutive days off and then three (3) consecutive workdays followed by three (3) consecutive days off. After completion of the two (2) week flexible schedule cycle, Assistant Assignment Managers will rotate to the alternate starting time of either 2 p.m. or 9 p.m. for a similar two (2) week work schedule. Assistant Assignment Managers assigned to a flexible schedule are not subject to the provisions of Article 19 of the collective bargaining agreement, except AP will pay one and one-half times an Assistant Assignment Manager's regular rate of pay for all hours worked in excess of forty (40) hours in any one (1) workweek and will make overtime records available for inspection by the Guild upon request.

3. The present practice regarding Master Control Operators shall continue unchanged until December 1, 2003, when the Employer, at its option, may eliminate fortnight work schedules.

### **Article 13 – GENERAL INCREASE**

Employees on the Employer's payroll effective on the dates shown shall receive the following increases, according to their regular weekly salaries as of those dates:

<b>General Increase</b>			
<b>Weekly Salary</b>	<b>6/2/03</b>	<b>12/1/03</b>	<b>12/1/04</b>
400.00 - 499.99	11.20	11.53	11.92
500.00 - 599.99	13.91	14.32	14.81
600.00 - 699.99	16.62	17.12	17.69
700.00 - 799.99	19.00	19.57	20.23
800.00 - 899.99	22.04	22.70	23.46
900.00 - 978.49	24.75	25.49	26.35
978.50 and up	26.50	30.00	35.00

Any employee coming within the provisions set forth above shall not receive increases both by reason of an increase in minimums for his/her classification and the general increases specified above, rather the employee shall receive whatever increase is higher.

### **Article 14 – GENERAL WAGE PROVISIONS**

1. Credit in the foregoing classifications, unless otherwise specified, shall be given for equivalent experience acquired in the United States or Canada in full-time or regular part-time work in each of the classifications specified in the contract. In the classifications of audit clerk and payroll clerk, general office experience (typing, filing and/or computing) shall not, in and of itself, be considered equivalent experience for granting credit in these classifications.

2. In the classification of newsmen and photographers, credit shall be given for experience in the United States or Canada as a full-time or regular part-time employee of a national press association, news or photo syndicate, daily English-language newspaper, major national weekly news magazine, or radio network or television network newsroom, as a bona fide reporter, news writer, editor, or photographer, as distinguished from part-time stringer work or any work such as editorial assistant, clerk or photographer's helper, which may be related to news or photographic assignments but are not genuine full-time or regular part-time assignments in these classifications. Such credit also shall be given for full-time or regular part-time reporting or news writing on an individual radio or television station. Such credit also shall be given for full-time paid internships at the news organizations listed herein. Such credit also shall be given for regularly assigned and full-time work as a newsmen or photographer for The Associated Press or other major international news organizations abroad. For those working as photo editors, such credit also shall be given for full-time or regular part-time photo editing for photo agencies or magazines. In the case of employees assigned to Spanish-language assignments, full-time or regular part-time news experience on Spanish-language daily newspapers, broadcast stations or networks, national press associations or major news magazines shall be fully credited under this article.

(a) Experience credit shall not be given for work performed for a college or university newspaper, news station or any other media outlet.

3. Any employee who performs work in more than one classification shall receive the rate of pay of the higher classification for the time worked in such classification, except as modified by Article 10 (Advancement Opportunities). It is agreed that the compensation shall be at least \$15.00 per week more than the salary for the lower classification if an employee is assigned to perform eight hours or more a week in the higher classification. A day's experience in the higher classification shall be credited for any part of a day worked therein. Any overtime worked in the higher classification shall be compensated at the overtime rate of the higher classification.

4. An employee hired at or advanced to a salary above the minimum for his/her classification experience after the date of the signing of this Agreement shall be credited automatically with an experience equal to or nearest the rating to which his/her salary applies.

5. Employees promoted to the Employer's news or photo staff shall be given credit for experience in the latter classifications at the rate of six months for every year worked as a news dictationist, editorial assistant, photo assistant, graphics assistant, office assistant, information specialist or photo librarian.

## **Article 15 – SUPERVISORY DIFFERENTIALS**

The AP will pay a supervisory differential of \$30.00 weekly to a minimum of 100 employees (after June 2, 2003, the minimum number will increase to 130).

The differential will be paid to individuals regularly working specific supervisory assignments for a period of two weeks or more.

The assignments will be identified by the company based on the unusual degree of responsibility attached to them. Prior to the initiation of the payments, the company will provide the union a list of the assignments for which a supervisory differential will be paid.

The selection of the assignments and the employees chosen to fill them will be at the sole discretion of the company. The differential will be discontinued when the employee is no longer assigned to the supervisory position.

## **Article 16 – INDIVIDUAL BARGAINING**

It is the established policy of the Employer to grant salary increases to employees on the basis of individual performance and merit. Such policy may be continued and the Guild will limit its consultation thereon to verifying (a) the number and (b) the frequency of such increases. Distribution of individual increases during the term of this Agreement will conform to the normal practice of the Employer. It is the normal practice of the Employer to review the performance of each employee at least once during a year. The Employer will supply the Guild with lists of merit increases to be granted, such lists to contain the name of the bureau, individual name, salary and amount of the increase granted together with the effective date thereof.

Any employee represented by the Guild may bargain individually with the Employer as to the employee's hours, wages and working conditions except that he/she may not bargain for terms less than those provided herein.



## **Article 17 – NIGHT AND SUNDAY DIFFERENTIAL**

1. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on at least four nights a week shall receive a weekly night differential of \$29.04 (\$29.83 effective June 2, 2003) if the salaries are less than \$50 weekly, or \$35.09 (\$36.04 effective June 2, 2003) if their salaries are \$50 weekly or more.
2. Employees regularly assigned and required to work between 7 p.m. and 6 a.m. (local time) on three or fewer nights a week shall receive one fourth of the full weekly night differential for each such daily trick.
3. Employees regularly assigned to work at any time between 3 a.m. and 6 a.m. (local time) shall receive an additional payment of \$9.35 (\$9.6 effective June 2, 2003) for each such daily trick but shall receive the full weekly overnight differential of \$37.51 (\$38.53 effective June 2, 2003) if they work two or more early tricks.
4. Employees regularly assigned and required to work on Sunday and whose Sunday trick begins after 6 a.m. and ends before 7 p.m. (local time) and who are not already receiving a night differential under Section above, shall receive a Sunday differential equivalent to the daily night differential formula in Section 2 of this article.
5. There shall be no deduction of night differential or Sunday differential for holidays off, sick leave, vacations or joint contributions to the Employer's voluntary pension plan.
6. The foregoing schedule of payments does not apply to employee exempted by Article 19 (Hours, Overtime and Work Schedules), Section 10, (a), (b) and (c).

## **Article 18 – EXPENSES**

1. The Employer shall pay expenses incurred by an employee in the course of the employee's work when the Employer has authorized such expenses. Such authorized expenses shall include transportation, if required.

2. For the authorized use of an employee's automobile, the Employer agrees to pay:

(a) The established IRS rate, which is currently 36 cents per mile, when the employee is authorized to use his/her automobile, but not less than \$12.50 per day.

(b) A weekly allowance to photographers who use their own cars in their work, as opposed to a car leased by the Employer, such allowance being at least five times the daily allowance in Section 2 (a) of this article. The mileage reimbursement outlined in Section 2 (a) of this article shall apply to 50 miles a week for employees on such an allowance for making their automobiles available. Thereafter, the mileage reimbursement shall apply only after the employee receiving the weekly allowance drives on assignment more than 125 miles in a workweek.

(c) Necessary parking fees where free parking is not available at the place of authorized car use.

(d) Any photographer receiving the weekly allowance specified in (b) shall not receive such minimum during weeks in which he/she is on out-of-town assignments for the entire week and does not use his/her personal car.

(e) Any photographer who agrees to make his/her personal automobile for business use and who receives the weekly allowance specified in (b) will be reimbursed for the actual additional cost of the premium needed to insure his/her automobile at the business use rate rather than at the personal pleasure use rate, up to an annual maximum of five hundred dollars (\$500). A photographer must provide one (1) week's advance written notice of a decision to cease business use of his/her automobile and must reimburse the Employer for the business use premium for any period of non-utilization of not less than one (1) week. Employees will provide one (1) week's advance written notice of an intention to resume business use of a personal vehicle.

3. The Employer agrees to notify any affected employees 90 days in advance if a company vehicle is to be supplied for the employee's use. If an Employee is assigned a company vehicle on a regular basis, the Employer agrees to provide six months' written notice to the affected employee when the vehicle is to be withdrawn. If it is not possible to give the full six months' written notice, then in lieu of notice, the Employer will pay the Employee \$100 a month up to a maximum of \$600. The Employer will reimburse employees promptly for damage sustained by employee-

owned vehicles in connection with assigned coverage of civil disorders, riots and insurrections. Other accidental damage to the employee's automobile while on company business, not reimbursed by insurance, will be reimbursed up to \$750. All other accidental damage to employee's personal property while on company business will be considered on a case basis.

4. The Employer agrees to carry Business Travel Accident insurance coverage with a death benefit of \$200,000 for employees who are on assignments. An employee will be reimbursed a maximum of \$5.00 to cover insurance the employee buys on a scheduled passenger airplane flight for business purposes. The employee shall present paid vouchers covering this expense.

#### **Article 19 – HOURS, OVERTIME AND WORK SCHEDULES**

1. The normal workweek for all employees except those noted in Section 4 of this article shall not exceed thirty-seven and one-half ( $37\frac{1}{2}$ ) hours within any five (5) days of the week, whether consecutive or not. All employees who regularly furnish more than five columns a week shall continue their regular assignment whether or not they work the five-day week.

2. The normal workday for all employees except those noted in Section 4 of this article shall be seven and one-half ( $7\frac{1}{2}$ ) hours within eight and one-half ( $8\frac{1}{2}$ ) hours. Time worked in excess of seven and one-half ( $7\frac{1}{2}$ ) hours but not more than eight (8) hours in any day shall be compensated for at straight time in cash. All time worked in excess of eight (8) hours in any day and forty (40) hours in any week shall be compensated for at time and one-half in cash, including such differentials as may be paid to the employee. The only exception to the foregoing is specified in Section 10 below.

3. For the purpose of this article, a day off is defined as a minimum of twenty-four (24) hours, except where an employee's days off are split, in which case the minimum shall be defined as twenty-seven (27) hours.

(a) All employees shall be granted a meal break within one hour of the midpoint of the employee's shift, at the employee's option.

4. Employees compensated under Article 11-A (newspersons, photographers, artists, cartoonists and retouchers) and scheduled to work between the hours of 6 a.m. and 7 p.m. (local time) shall have a normal workweek of forty (40) hours. The normal workday for such employees shall be eight (8) hours within nine (9) consecutive hours. Such employees assigned and required to work on Sunday shall have a normal workday of seven and one-half (7½) hours within eight (8) hours of the day.

5. Any employee recalled to duty shall receive not less than four (4) hours at the overtime rate in cash, in addition to any other overtime worked that day. Any employee who works on his/her day off shall receive not less than a full day's pay at the overtime rate, provided, however, that part-time employees will receive overtime payment on a pro-rata basis only for time worked when not scheduled. Except when employees are on a day off or on vacation, employees shall work overtime when reasonably requested or required to do so.

6. Work schedules shall be posted on Friday, sixteen (16) days preceding the workweek for which they apply, without penalty. The Employer will pay four (4) hours at the overtime rate to each affected employee for each day until a late schedule is posted. The workweek shall be Monday through Sunday.

(a) In unusual circumstances changes may be made within the first week of the 16-day notice period to meet situations previously unforeseeable.

(b) In the week immediately preceding the workweek, schedule changes may be made only to meet (1) bona fide news emergencies resulting from unforeseeable and extraordinary news developments, or (2) staff emergencies arising because of the illness of one member of the staff or subdivision in a bureau or office where fewer than six newspersons are assigned, or (3) staff emergencies arising because of illness of more than one member of the staff or subdivision in a bureau or office where six or more newspersons are assigned.

(c) Employees whose posted schedules are changed without the authority provided to the Employer under Sections 6 (a) or (b) above shall be compensated at the rate of time and one-half for the first day of the changed schedule.

(d) Schedules may be changed during the workweek only to meet (1), (2) or (3) of Section 6 (b). An employee whose schedule has been changed shall be compensated at the rate of time and one-half for the first day of the changed schedule. An employee whose schedule has been

changed shall be paid time and one-half for any overtime worked during the week in addition to the compensation for the schedule change.

(e) Schedules may be changed without penalty during the workweek to cover the absence of an employee granted compassionate leave (Article 24, Section 7), union leave (Article 24, Section 5) or an FMLA leave (Article 26, Section 5).

(f) Schedules may be changed without penalty to cover the absence of a person who resigns unexpectedly after a schedule has been posted, or to accommodate a request for Guild leave when fewer than sixteen (16) days' notice has been provided by the Guild representative.

(g) All schedule changes shall be held to the absolute minimum possible, and in any instance shall involve as few employees as possible. In the event of changes under (a), (b), (d) and (e), the appropriate Guild unit representative shall be notified of such changes.

7. The Employer agrees to make every effort to maintain a regularity of daily working assignments, to give consecutive days off and to provide reasonable rest intervals between the end of a working day and the start of a new day. A minimum of twelve (12) hours shall be allowed in case of the latter. No employee shall be scheduled for more than two (2) different starting times a week, provided, however, that a variance of one (1) hour in either of the maximum two (2) starting times per week shall not be considered to be three (3) or four (4) starting times, nor shall it be a violation of this Section. However, once the second starting time has been established, there can be no return to the first starting time during the employee's workweek. No employee shall be scheduled for more than seven (7) consecutive days of work. The restrictions herein do not apply during weeks in which there are general elections or statewide primary elections.

8. Time spent in traveling on assignment shall be considered working time in the meaning of this Agreement. Nothing herein shall require the Employer to compensate the employee for sleeping time during travel.

9. Employees whose overtime assignments deprive them of adequate rest intervals before time to meet their next regular schedules shall be allowed reasonable latitude in reporting for the next regularly scheduled starting time, subject to the approval of the chief of bureau or department head in specific situations. Such approval shall not be unreasonably withheld. No deductions from regular salaries or differentials for such time as may be granted under the foregoing circumstances shall be made.

10. The following employees normally shall be on a 40-hour week but shall be exempt from the foregoing hours and overtime provisions:

(a) Employees whose salaries are 10.1 percent per week above their appropriate wage minima and economic differential and who are supervisory employees or who have been designated "special writers;"

(b) Newspersons engaged in any of the following out-of-town assignments: presidential campaigns, conventions and trips; coverage of military maneuvers, actions and press pools; full-time coverage of major league baseball spring training, championship fights, national and international golf tournaments and the Kentucky Derby;

(c) Correspondents who receive at least 10.1 percent above their appropriate wage minima and economic differential and who supervise two or more newspersons and/or photographers;

(d) Outside Wide World salespersons whose primary duty is the sale of products and services. The Employer shall supply the Guild in writing the names of employees designated as "special writers" and the description of jobs or assignments which shall be filled by "special writers." The Employer shall notify the Guild promptly of personnel changes in the list of "special writers" or assignments with complete descriptions of such changes when on a regular basis. The designation "special writer" shall mean those who are special writers of analytical and interpretative material and who are special reporters on assignments requiring more than usual enterprise, originality and proven judgment in organizing and analyzing news, and whose working hours are at their own discretion, but does not include those who do analytical and interpretative writing only occasionally. The term "at their own discretion" as used above is intended to recognize that the nature of the assignments of special writers requires some deviations from fixed tours of duty and that immediate control of their assignments by the chief of bureau or supervisor is not always practical. A "special writer" shall not be used in place of a non-exempt newsperson to avoid payment of overtime at the time and one-half rates. When a "special writer" is assigned to regular news work he/she shall be compensated for any overtime at the rate of time and one-half in cash.

11. Employees who are exempt from the foregoing hours and overtime provisions of this Agreement shall be compensated for time worked beyond forty (40) hours weekly at straight time in cash or time off by mutual consent. In the absence of agreement, the Employer shall determine whether compensation shall be in cash or time off. Such time off shall be taken by mutual arrangement.

12. The Employer shall cause a record of all overtime to be kept. Such record shall be made available for inspection by the Guild upon request.

13. In determining overtime rates in this article, the Employer shall include as part of the base salary for the day or week all differentials due the employee for the workweek in which the overtime occurs.

14. Correspondents in one-person bureaus, and photographers and sportswriters who work alone in their classifications within bureaus or correspondencies by mutual agreement may be exempted from provisions of Sections 6 and 7 herein. The Employer agrees that the exemptions are intended to give the affected employee broader discretion in setting his/her own working hours and shall not be used to avoid payment of overtime. The Employer recognizes the need for and encourages exempted employees to take consecutive days off and ensure rest intervals of at least 12 hours.

#### **Article 20 – TEMPORARY EMPLOYEES**

1. A temporary employee is one who is employed on a special project for up to nine (9) months or for the duration of any leave of absence specified in Article 24 (Leaves of Absence) or Article 26 (Sick Leave), the duration of which shall terminate upon the employee's return to work, whichever is longer. The Guild shall be notified in writing as to the nature of such a project and its duration. A temporary assignment can be made up of a combination of vacation, legislative and disability relief assignments provided the duration is not more than nine (9) months and the duration is specified from the start of employment.

2. Except when a temporary employee is retained to cover a parental leave, workers compensation leave or medical leave for a regular employee, an employee who works as a temporary a total of nine (9) continuous months or more shall be placed for eighteen (18) months on a first-on, first-off preferential list for regular employment. An employee who works several non-continuous temporary stints within the same bureau for a total of 12 months within an 18-month period shall be placed on a first-on, first-off preferential list for regular employment in that bureau. When such an employee is hired for regular employment and will be moving from one city to another, the Employer will reimburse the employee for transportation expenses for all members of his/her household as well as living expenses for one week in the city to which he/she is transferred.

3. Except as provided herein, the first nine (9) months of work as a temporary employee shall fulfill the trial period requirement of Article 6 (Job Security) and the employee shall not be dismissed without just and sufficient cause during the duration of the temporary project. Temporary employees retained to cover a regular employee's parental leave, workers compensation leave or medical disability leave in excess of nine (9) months shall not be deemed to have completed the trial period and will not be entitled to provisions of of Article 6, Section 1 (Job Security) and shall remain an employee on trial period for the duration of the assignment. If a temporary employee is rehired in the bureau or department where he/she last worked, he/she shall receive full credit toward the trial period for the time previously worked. Upon re-employment in another bureau, an employee shall receive half credit toward the trial period for the time previously worked. An employee with a six-month break in service may be required to undergo a minimum three-month trial period if the Employer requests such a period. A temporary employee transferred from one city to another city shall receive personal transportation expenses.

4. An employee who has worked as a temporary and becomes a member of the regular staff shall participate in the pension plan after a total of twelve (12) months of employment, regardless of how much of that time was spent on temporary status.

5. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild.

6. Temporary employees shall not be employed where, in effect, their employment would eliminate a regular or full-time employee.

7. Article 22 (Holidays) will apply to temporary employees only if assigned full-time during the week preceding or the week following the holiday week, except that all work performed on a holiday will be compensated at the rate of time and one-half.

8. Time worked as a temporary will be counted for purposes of calculating vacation entitlements under Sections 3, 4 and 5 of Article 23 (Vacations) herein provided that any break in service between temporary assignments does not exceed twelve (12) months in length. Any vacation liquidated at the end of a temporary assignment will be subtracted from the calculated entitlement for the next year.



## **Article 21 – PART-TIME EMPLOYEES**

1. A part-time employee is one who works regularly fewer than five days or less than 75 percent of a workweek. Part-time employees shall be paid on an hourly basis equivalent to the weekly wage minimum to which they are entitled by their experience, plus ten cents an hour, up to and including 75 percent of the workweek. Part-time employees shall receive all the benefits of this Agreement on a pro-rata basis except that those who work fewer than fifteen (15) hours per week shall not be entitled to coverage under provisions of Article 7, 23, 25, 27, 28, 29 and Article 31, Sections 3 and 4.

2. Part-time employees shall not be used where such use, in effect, regularly substitutes for full-time employees.

3. The termination of a part-time employee shall be subject to the arbitration process described in Article 5 (Arbitration) if the part-time employee has worked more than 150 assignments, including regularly scheduled assignments or any other assignments. However, in no event shall the arbitration process apply as described herein if the part-time employee has worked fewer than nine (9) months for the Employer.

4. The provisions of Article 6 (Job Security), Section 6 notwithstanding, part-time employees may be selected for discharge in a staff reduction before any full-time employees, except for temporary employees. In the case of a reduction in staff, part-time employees with at least two (2) consecutive calendar years of service with the Employer shall be placed for seven months on a preferential list for rehiring to a full-time position.

## **Article 22 – HOLIDAYS**

1. The following days, or days observed as such, shall be considered holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. The employee's birthday will be scheduled as a holiday unless the employee requests a substitute day off. An employee also may select two additional days during the year as personal holidays, to be taken at times mutually acceptable with the Employer. In the case of a substitute birthday or personal days, the employee will notify his/her bureau chief or department head at least one month prior to the date of the desired holiday.

3. An employee may substitute any religious holiday for any holiday enumerated in Sections 1 or 2 above.

4. Personal days and the substitute birthday shall be taken during the calendar year. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule.

5. Any employee required to work on any of these days shall be paid (in addition to his/her salary for that week) at the rate of time and one-half or shall have compensating time off at the rate of time and one-half at the employee's option. Such compensating time off shall be scheduled by mutual agreement between the Employer and the individual. Any such days not taken by an employee in the year in which they are due may be scheduled by mutual agreement by March 31 of the following year, to be taken within the first six months of the year. In the absence of agreement, the company may set the schedule.

6. Any employee reporting for duty on any of these holidays shall receive no less than one day's pay at the holiday rate. When Christmas Day and New Year's Day fall on Sunday and are observed on Monday, any employee working on either the holiday or on the day observed as such shall be compensated at the holiday rate. However, when an employee works on both the actual and the legal holiday in either of those instances, he/she shall receive holiday premium compensation for only one day in each case.

7. If a holiday specified above falls during an employee's vacation, he/she shall be given another day off. Work done on a fifth day in a holiday week by any employee whose day off falls on a holiday shall be compensated for by the payment of a day's pay in addition to the regular weekly salary or by time off at the option of the employee.

8. Employees assigned to work after 6 p.m. on Christmas Eve or New Year's Eve shall receive an additional payment of one-half of the regular hourly rate for any hours of work performed after 6 p.m. (local time) on any regular trick which started before 8 p.m. on these holiday eves.

9. Employees with holiday entitlements from previous years (Holiday CTO) must liquidate such "carryover holidays" within a four-year period between January 1, 2001, and January 1, 2005, as follows:

(a) One-half of the "carryover holidays" shall be taken by January 1, 2003, or it may be scheduled by the company.

(b) Another quarter of the "carryover holidays" shall be taken by January 1, 2004, or it may be scheduled by the company.

(c) The remaining one-quarter of "carryover holidays" shall be taken by January 1, 2005, or it may be scheduled by the company.

(d) In each of the four years, holiday time off earned for that year shall be taken before any "carryover holidays."

## Article 23 – VACATIONS

1. Employees shall be on a calendar year basis for vacations, with all vacation to be taken in the calendar year in which it is due. The company may designate periods, where scheduled news conditions warrant, placing limitations on the number of people in a bureau or department who can be on vacation at the same time.

(a) The company shall provide enough scheduling flexibility for employees to take their accrued vacation during the calendar year in which they are entitled.

(b) Any vacation not scheduled by the employee by August 1 of the year in which it is due may be scheduled by the company to be taken by the end of the year. There shall be no forfeiture of vacation time under this article should the employer fail to schedule the unused time. The company will consider any special or unforeseen circumstances that may result in a need by the employee to reschedule the vacation, and permission to do so will not be unreasonably withheld.

(c) An employee may begin vacation on any day of the week.

(d) An employee may use a maximum of five vacation days in increments of one day or more; if the company agrees, the employee may use more than five days in this way. Requests for a full week or more of vacation may be given preference over requests for partial weeks.

(e) An employee who is hospitalized while on vacation may substitute available sick leave for vacation for time spent in the hospital.

(f) An employee who has exhausted his/her vacation entitlement may "borrow" up to five days from the next year's entitlement to care for an ill dependent.

(g) Managers must notify employees no later than December 1<sup>st</sup> that they may request vacation for the following calendar year. Vacation requests made from the date of notification until March 31<sup>st</sup> will be sched-

uled on the basis of seniority, with seniority calculated based on the employee's service entry date. All vacation requests after March 31<sup>st</sup> will be scheduled on a first-claimed, first-assigned basis. Scheduled vacations may be rescinded only to meet bona fide news or staffing emergencies resulting from unforeseeable and extraordinary news developments. If an employee's scheduled vacation is rescinded, the employer shall:

(i) reimburse the employee for the cost of any non-refundable hotel or transportation deposits, fees or tickets on behalf of the employee and members of his/her household who were traveling with the employee, upon satisfactory proof of loss.

(ii) allow the employee to reschedule the vacation by March 31<sup>st</sup> of the succeeding calendar year

(h) Employees must make all requests for vacation to business location's designated manager via e-mail at least three weeks in advance of the desired time off. The manager will communicate the approval or disapproval to the staffer promptly and will post an updated vacation selection schedule promptly so staffers will be aware which weeks remain available for selection. Requests for a full week of more of vacation may be given preference over requests for partial weeks.

(i) If the vacation selection schedule is posted on AP's computer system, it shall be available to all employees for inspection.

2. Full-time employees shall be eligible as of January 1 following their employment for vacation with regular pay to be taken in the ensuing calendar year, computed on the basis of one working day of vacation with pay for each month or fraction of a month of continuous employment prior to said January 1. However, an employee entering the service on or before May 1 shall be eligible for only one week's vacation upon completion of five months of continuous employment, this week of vacation to be deducted from vacation due on January 1 following employment. Thereafter, full-time employees shall be eligible for two weeks' vacation with pay after each January 1, except as provided below, such vacation to be taken prior to December 31 in each calendar year.

### VACATION ELIGIBILITY CHART

Employee joins AP in 2002	Vacation on January 1					
	2003	2004	2005	2006	2007	2008
	Days	Weeks				
January	12	2	2	3	4	4
February	11	2	2	3	4	4
March	10	2	2	3	4	4
April	9	2	2	3	4	4
May	8	2	2	3	4	4
June	7	2	2	3	4	4
July	6	2	2	2	3	4
August	5	2	2	2	3	4
September	4	2	2	2	3	4
October	3	2	2	2	3	4
November	2	2	2	2	3	4
December	1	2	2	2	3	4

(Employees who enter AP service before July 1 and have completed 25 years of service are entitled to five weeks' vacation annually.)

3. Full-time employees completing four years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for three weeks' vacation with pay.

4. Full-time employees completing five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for four weeks' vacation with pay.

5. Full-time employees completing twenty-five years' continuous employment prior to July 1 in any year shall in that year and thereafter be eligible for five weeks' vacation with pay.

6. Employees leaving the service of the Employer shall receive liquidation of accrued (pro-rata) vacation credit from the preceding January 1 to date of termination of employment. Such "accrued" vacation credit shall be in addition to the earned vacation to which the employee was entitled as of the preceding January 1. Employees entering the service on or after January 1 in any year and whose services are terminated prior to the succeeding January 1 shall be entitled to receive payment of accrued vacation on a pro-rata basis for the year involved.

#### Article 24 - LEAVES OF ABSENCE

1. The provisions of Article 30 (Outside Work), shall apply to all leaves of absence.

2. Applications for all leaves of absence under this article shall be addressed in writing, with the reasons stated, to the Department of Human Resources, at The Associated Press headquarters in New York, with a copy to be furnished to the appropriate chief of bureau or department head. If granted by the Employer, such unpaid leaves shall not be construed as breaks in continuity of service in the calculation of all benefits under this Agreement. Provided an employee returns to work within nine (9) months of the date he/she commenced his/her leave of absence or within the extended leave period permitted for parental leave under Paragraph 6 below or for sick leave under Article 26, then he/she shall be reinstated to the same or similar position in the same bureau or department. Employees who work in correspondencies who have taken a fellowship or sabbatical leave(s) under paragraphs 3 and 4 below and who return to work beyond nine (9) months from the leave commencement date but prior to the maximum period permitted for said leave may be reinstated to a comparable bargaining unit position, within the control bureau or department for her/his prior position, rather than a position in the correspondence. Employees failing to return to work after the expiration of the applicable maximum period for said leaves shall relinquish all reinstatement and seniority rights. However, for purposes of Article 29 (Pensions), credit in service time spent on such leaves shall not be applied until the employee granted such leave has returned to full-time work with The Associated Press and remains in the employ of the AP for one year.

nless otherwise provided by law, when an employee takes more than one leave of absence and/or sick leave consecutively, or commences another leave within 12 months of a prior leave, eligibility for reinstatement rights under this Article and/or Article 26 (Sick Leave), will be measured and aggregated from the date the first leave began. For the purposes of non-consecutive leaves within 12 months, periods of Guild leave, sick leave during which payments have received from the Employer (as opposed to insurance benefits), and compassionate leave will be excluded from the aggregate computation.

3. Employees qualifying for the following fellowships and educational seminars shall be granted leaves for them automatically: Nieman Fellowships (Harvard University); Kiplinger Mid-Career Program in Public Affairs Reporting (Ohio State University); Freedom Forum Asia Fellowships Program for Journalists (University of Hawaii); Michigan Journalism Fellowships (University of Michigan); John S. Knight Fellowships for Professional Journalists (Stanford University); Freedom Forum Media Studies Residential Fellowships (Columbia University); Alicia Patterson Foundation Fellowships; Knight-Bagehot Fellowship Program in Economics and Business Journalism (Columbia University); Yale Law School Fellowships in Law for Journalists (Yale University); National Arts in Journalism Program.

4. After 10 years of employment, and at 10-year intervals thereafter, an employee shall be granted, upon request, unpaid leave for a minimum of nine (9) months and a maximum of two years with the expected duration of the leave indicated at the time the request is made. A minimum of 90 days' advance notice shall be provided in writing. A minimum of 60 days' advance notice of an employee's return date will be provided to the Employer. Unless an employee has received the Employer's prior written approval to engage in specific work during a sabbatical leave, if during such leave the employee works in the news industry, the employee shall be considered to have resigned or retired, whichever is applicable, forfeiting any rights to return to his/her previous position under terms of this article.

5. In the event the employee is elected or appointed to any Newspaper Guild office or any successor international union, or in the event the employee is elected to represent the Guild or any organization with which The Newspaper Guild is affiliated as a convention delegate in connection with the business of his/her union, such employee shall be given a leave of absence, without pay, should the employee request such a leave. In

bureaus of fewer than 25 employees not more than two employees need be granted such leaves at any time. Employees applying for such leaves will, except in emergencies, give the Employer at least two weeks' advance notice of such intention, and shall specify the expected duration of such leaves. Any change in the expected duration shall be called to the attention of the Employer as soon as possible.

6. (a) After nine months of continuous employment, employees may take up to 18 months of parental leave—with pay for one week—surrounding the birth or adoption of a child. Employees will specify at the time the leave is requested the expected duration of the leave and will provide 60 days' written notice of their intent to return.

(b) If the employee elects not to return at the end of the leave, such action shall constitute a resignation. In the event of a transfer of a function, cessation of a function or reduction in force, an individual on parental leave will have the same rights as other employees under Article 6 (Job Security).

7. Compassionate leave with pay of at least three days shall be granted an employee in the event of a death in the employee's immediate family, including in-laws, or in the event of a family emergency.

## **Article 25 - MILITARY SERVICE**

1. Any employee who is or has been required to leave his/her post to serve or train with the United States military services or adjuncts or other services which fulfill his/her Selective Service obligation or who volunteers or has volunteered for such service, in accordance with the Selective Service Act of 1948, the Universal Military Service and Training Act of 1951, as amended, the Armed Forces Reserve Act of 1952 and the Reserve Training Act of 1955, shall be deemed to be on leave of absence without pay and shall upon termination of such service shall be deemed returned to the same or comparable position. Application for resumption of such employment must be made within 90 days of termination of such service or within six months of termination if the employee is hospitalized or certified as disabled by the Veterans Administration, making reasonable allowance for return to place of employment.



2. Any employee who has been on such leave and who has complied with the foregoing conditions but is incapable of resuming employment because of physical or mental disability shall be paid his/her dismissal indemnity at the rate to which the employee would have been entitled had the employee resumed his/her job.

3. Any employee returning from military service shall be employed at the minimum salary for his/her years of experience in his/her classification prevailing at the time of the employee's return, or at the salary he/she received at the time of entering the service, plus all general increases granted during the employee's absence, whichever is higher. Employees returning to the service of the Employer under the foregoing conditions shall receive full experience credit for the time they were on such leave.

4. Any employee who has been on such leave and has returned to duty shall be credited with the experience rating to which his/her salary applied.

5. Dismissal indemnity rating and other rights under this Agreement will be unimpaired; and the period of absence on military leave shall be considered service time with the Employer in computing dismissal indemnity credit, vacations and sick leave.

6. Any employee leaving for military service as herein described shall receive the proportionate amount of vacation pay or time to which he/she is entitled at the time the employee begins such leave.

7. Vacations for employees returned from military service of a year or more will be granted as follows:

(a) Effective January 1 of the year following their return from military leave, such employees will be placed on a calendar year basis, their accrued vacation credit being computed pro-rata for the period between their return from military leave and the following January 1. For purposes of such computation, fractions of a month shall be considered a full month. Employees who have not earned as much as five days' vacation under the pro-rata formula above, shall be granted enough time to complete one week's vacation. This additional vacation grant shall not be counted as accrued vacation in calculating vacation credits due an employee in the event of termination of the employee's service. In succeeding calendar years their vacation credits shall be the same as for other employees of like service.

(b) Such employees returning to the service of the Employer before May 1 in any year shall be eligible to take one week's vacation upon completion of five months of continuous employment; in the year following their return they shall receive the balance of their accrued vacation, which shall not be less than a week.

8. The foregoing provisions need not apply to an employee dishonorably discharged from military service.

9. An employee promoted to take the place of one entering such service may, upon the resumption of employment by such employee, be returned to his/her previous position and salary, but at not less than the then current minimum for that position. Any employee so promoted, and while such promotion is temporary, shall continue to receive credit for his/her employment in the experience rating in which the employee is classified. In the event of a subsequent permanent change in employment, and consequent change of classification, the employee shall receive full credit in his/her experience rating in such new classification for the period in which he/she already has been engaged in such new classification.

10. The provisions of this military service clause do not apply to replacement employees hired by reason of absence granted to regular employees for such service, but these replacement employees otherwise shall be covered by all provisions of this contract. Employees hired as military replacements shall receive dismissal pay if released because of the return of an employee from military service.

11. Any employee with more than one year of continuous service, whose military obligation demands attendance at a summer encampment or full-time training exercise or brief National Guard duty which in total would not exceed nine (9) weeks each year (or actual time, if shorter) would receive for the first three weeks of such service the difference between his/her military pay and allowances and his/her Associated Press salary, if the latter is higher. The foregoing applies only to reserve programs of the United States Army, Navy, Air Force, Marine Corps, National Guard or Coast Guard.

## Article 26 - SICK LEAVE

1. The Employer's policy of sick leave shall be as follows:

(a) For less than two years' continuous service—two weeks at full pay.

(b) For two years and thereafter—full pay of one week for each year of continuous service and if the absence goes beyond that period then half pay to the same number of weeks to which the employee is entitled to full pay.

(c) Part-time employees who work more than fifteen (15) hours per week but less than thirty (30) hours per week shall be entitled to pro-rata sick leave benefits after two years of continuous service in such assignments, such benefits to be based on the above schedule beginning with (c). Part-time employees working thirty (30) hours or more per week shall receive sick leave benefits in accordance with the above schedule.

(d) A long-term disability plan has been established with an insurance carrier that will provide a disabled or ill employee, who meets plan requirements, with a payment equivalent to sixty (60) percent of regular salary. The maximum payment would be \$45,000 based on the plan's salary cap of \$75,000. The maximum payment would be reduced by any payments received from Social Security, the Company or workers' compensation. At age sixty-five (65), the long-term disability ceases and the regular pension commences.

(e) The Employer shall not be obligated to return any employee to a job if the employee has been on a leave for more than 3 years for any medical reason(s) related to an approved workers' compensation injury or illness or more than two (2) years when the leave is for any other approved medical reasons. Subject to the foregoing provisions, an employee shall be entitled to return to a comparable position, provided the employee remains qualified to perform the essential functions of the job, with or without reasonable accommodations.

2. The Employer shall give consideration to individual cases where employees suffer extended illnesses which exhaust their normal benefits as computed under the above formula.

3. No deductions shall be made for sick leave from dismissal indemnity or from overtime credited or to be credited to the employee.

4. In computing sick leave, all absences at full pay or half pay during the twelve months immediately preceding the first day of an employee's

current illness shall be deducted from the respective amounts of full and half pay sick leave due, as shown by the sick leave schedule.

5. For as long as the federal Family and Medical Leave Act (FMLA) is in effect:

(a) All paid sick leave under this article shall be considered FMLA leave to the extent that it involves a serious health condition and provided that the employee meets the company's medical certification requirements.

(b) The Employer may seek medical certification for absences of more than five consecutive working days. (A single doctor's note will cover intermittent absences due to a single serious health condition.) Under no circumstances will the medical certification requests exceed FMLA guidelines.

(c) It is understood and agreed that any right to benefits or leave provided under this article shall be used and will be credited concurrently with and not in addition to any right provided under the FMLA and other federal law or state law on family, parental or compassionate leave (except bereavement leave).

6. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave plan detailed in this article. In the event the Employer requires doctors' notes to guard against individual cases of abuse of this article, the Employer shall inform the Guild of that requirement. Any employee who produces a fraudulent doctor's note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct and dismissal indemnity need not be paid.

7. For any period of disability related to pregnancy or childbirth, an employee will receive whatever sick leave benefits she may be entitled to under this article plus any additional amounts which may be required by law in the jurisdiction where she is employed.

8. An employee will be entitled to eight weeks of sick leave at full pay upon giving birth, or the amount she is due under this article, whichever is greater.

## **Article 27 - HOSPITAL-MEDICAL-DENTAL**

1. Effective for the life of this Agreement, the Employer agrees to provide a plan of group hospital, medical, surgical and Major Medical benefits for employees covered by this Agreement and their eligible dependents.
2. The Employer agrees that the benefits provided by the Plan shall not be less than those provided under the Employer's Plan in effect with the signing of this Agreement. The Employer also agrees for the life of this Agreement, that it shall make the following minimum percentage contributions toward the funding of the Plan: 90 percent of the required cost of individual coverage; 85 percent of the cost of two-person coverage, and 85 percent of the cost of family coverage.
3. Effective for the life of this Agreement, the Employer agrees to provide funds necessary to fund, at current rates, a dental plan for active employees covered by this Agreement and their eligible dependents, if they participate in the regular health plan. The Employer contributions for the dental plan for the life of this Agreement shall be limited to: \$6.68 monthly for individual coverage; \$14.12 monthly for two-person coverage, and \$26.99 for family coverage.
4. During the life of this Agreement, the Employer agrees that the health and dental insurance plan contribution costs shall increase according to the following schedule:

a. June 1, 2003 – ten percent (10%) making the monthly contribution rates as follows

Coverage	Rate (monthly)
Employee Only	\$59.73
Employee and Spouse	\$156.60
Employee and Child	\$91.43
Employee and Family	\$229.89

b. May 1, 2004 – ten percent (10%) making the monthly contribution rates as follows:

Coverage	Rate (monthly)
Employee Only	\$65.70
Employee and Spouse	\$172.26
Employee and Child	\$100.57
Employee and Family	\$252.88

c. May 1, 2005 – by the actual percentage amount necessary to fund the Plan's schedule of benefits but excluding any costs associated with "true-up" for unfunded expenses in the prior two (2) years

d. On June 1, 2005, the Employer agrees to make a one-time payment to employees, who participate in the Plan and who cover dependents under the plan in order to defray the cost of such participation. This one-time subsidy shall be paid only to those individuals who are enrolled in the plan as of May 31, 2005 and who cover dependents under the plan in accordance with the following schedule:

Coverage	Subsidy
Employee and Spouse	\$ 250.00
Employee and Child	\$ 400.00
Employee and Family	\$ 575.00

5. To receive the benefits of any of the plans specified in the foregoing Sections, the employee must participate in the Hospital, Medical, Surgical, Major Medical and Dental insurance plans for employees and eligible dependents.

6. Once annually, the Employer will provide \$100 (\$200 effective January 1, 2004), toward an eye examination or the cost of lenses or a combination thereof. Employees will be allowed a carryover from one year to the next with a maximum of \$200 (\$400 effective January 1, 2004) to be applied toward eye care. Also effective January 1, 2004, a third year of rollover will be permitted with a maximum total benefit of \$600.

7. Effective July 1, 2003, the Dental Plan will be revised to include orthodontic coverage that will provide reimbursement of up to fifty percent (50%) with a lifetime per-person cap of \$1,000.

## **Article 28 – LIFE INSURANCE**

1. The Employer agrees during the term of this Agreement to provide for eligible employees, including those working for the AP after age 65, life insurance equal to approximately 2½ times annual salary with the usual and customary double-indemnity rider for accidental death. The coverage amounts are detailed in the accompanying Schedule of Insurance.

2. Upon retirement, non-contributory life insurance will be provided for employees participating in the life insurance plan as follows:

(a) To the extent permitted by law, commencing at age 65, insurance will be provided by and at the expense of the Employer in an amount of \$10,000 for life.

(b) The group life insurance coverage provided for retirees on the pension rolls will be increased to a maximum of \$10,000 for life.

3. Employees having insurance coverage as of December 31, 1936, under the previous non-contributory plan, shall not have less coverage in any of the above age categories than was in effect on December 31, 1936.
4. All new employees shall be eligible for enrollment under the group life insurance plan after three months of continuous employment.
5. Employees may buy supplemental insurance equal to one, two or three times annual salary or spouse and/or child insurance coverage \$20,000 and \$4,000 respectively.

LIFE INSURANCE	
Annual Salary	Coverage
\$4,000 and above (to nearest lower whole thousand)	\$2,500 for each \$1,000 in base salary

## Article 29 – PENSIONS

1. The Employer agrees to maintain during the life of this Agreement, without contribution from any employee, a Pension Plan for eligible employees without reduction of benefits subject to terms and conditions provided in the Employer's contract with Aetna Insurance Company. All funds contributed to the Aetna pension plan by the Employer to provide pension benefits shall remain in the Plan and may not be withdrawn by any employee upon termination of his/her employment. However, any funds contributed by the employee to the Aetna Insurance Company through payroll deductions prior to January 1, 1978, shall be refunded to the employee upon termination of employment for any reason other than retirement.
2. Upon the termination of employment for any reason other than retirement any employee who has participated in the Contributory Pension Plan or has attained retirement age prior to January 1, 1962, the employee's withdrawal benefit for which provision in the Contributory Pension Plan shall include the sum of \$1.44 per week paid by the Employer to the Aetna Life Insurance Company on behalf of each employee.



3. Any employee participating in the Employer's Pension Plan shall not be entitled to withdraw any contribution made by the employee prior to January 1, 1978, as long as he/she remains in the employ of the Employer.

4. Except as provided in Sections 1, 2 and 3 of this article, the Employer shall not be obligated to make any payment of money by way of premium contribution or otherwise for pension benefits for employees.

5. The following change in the Pension Plan became effective June 1, 1955: Removal of the restriction in the group annuity plan limiting participation to thirty years or the excess of twice the difference between twenty-five years and the number of years of continuous employment, up to twenty-five, prior to January 1, 1939.

6. The AP agrees to continue the current qualified 401(k) Retirement Savings Plan for Editorial staffers allowing participants to contribute up to 15 percent of salary on a tax-deferred basis subject to federal, state or local tax regulations. Effective January 13, 1997, for employees participating in the 401(k) savings plan, AP will match 20 cents per dollar on the first three percent of employee earnings contributed. Effective December 1, 1997, AP will match 40 cents per dollar, and effective December 1, 1998, 50 cents per dollar on the first three percent of employee earnings contributed.

(a) Effective December 1, 2000, AP will match 50 cents per dollar on the first four (4) percent of employee earnings contributed.

(b) Effective December 1, 2001, AP will match 50 cents per dollar on the first five (5) percent of employee earnings contributed.

(c) Effective January 1, 2004, AP will match 50 cents per dollar on the first six (6) percent of employee earnings contributed.

### **Article 30 – OUTSIDE WORK**

Employees shall be free to engage in outside writing, photography or *broadcasting outside working hours* subject to the following restrictions:

(a) That such activities of the employee do not constitute a conflict of interest for the employee or the Employer.

(b) That such activities do not exploit the name of The Associated Press or the employee's position with the Employer without permission of the Employer.

Any material produced by an employee primarily from notes, stories, either written or broadcast, or pictures produced or gathered by the employee while on assignment for the Employer, or gathered through the influence of the name of The Associated Press shall be submitted to The Associated Press for approval prior to its submission to an outside publisher, purchaser or broadcaster.

## **Article 31 – MISCELLANEOUS**

1. **Bylines.** An employee's byline shall not be used over his/her protest.
2. **Bulletin Boards.** The Employer agrees to provide bulletin boards suitably placed in all bureaus and departments, in which employees covered by this Agreement are employed, for the exclusive use of the Guild.
3. **Jury Duty.** Employees called to serve on juries shall be excused from assigned hours on any day they report for jury duty and shall receive their regular salaries, including applicable differentials, during periods of such jury service, less the jury pay. If notice of a pending jury service is given to the employee's manager at least three (3) weeks in advance, the manager will arrange the employee's regular work schedule to coincide with jury service. If notice is not provided three (3) weeks in advance, the staffer's posted work schedule will remain in effect although the employee will not have to report to work on the days she/he is scheduled for jury service. If the absence of an employee would create a hardship on the Employer, the Employer may seek to have the employee excused.
4. **Voting Time.** An employee required to work on election day shall be given time off to vote if his/her working hours are such as to prevent the employee voting outside his/her working hours.
5. **Employee Assistance Program.** The company reaffirms its intention to continue the sponsorship of an Employee Assistance Program for all AP employees and their families. It is also agreed that the EAP Advisory Committee will include a Guild representative.
6. **Dependent Care Program.** The AP agrees to maintain for all eligible employees a qualified tax-exempt Dependent Care Program. The plan, which is subject to federal, state and local tax regulations, currently per-

mits participants to set aside on a tax-deferred basis up to a salary amount allowed by federal law to be used to pay for day care costs for their children or for disabled parents. Employees who miss the annual enrollment deadline forfeit participation in the plan until the following year's open enrollment period. New hires can enroll within 31 days of hire. All employees may enroll/change their election within 31 days of the birth or adoption of a baby.

7. **Four-Day Workweek.** The Employer and an employee may, by mutual agreement, implement a four-day workweek, subject to the following conditions:

(a) The employee will work a total of 37½ hours a week as set forth in the hours and overtime article of this contract.

(b) The work time will be spread equally over four days instead of five.

(c) Hours worked in excess of the workweek will be compensated at time-and-a-half, as in Article 19 (Hours, Overtime and Work Schedules) of this contract. An employee working a four-day week shall be entitled to daily overtime pay for work in excess of 25 percent of the contractual definition of a week's work.

(d) Every attempt will be made by management to give an employee working the four-day week three days off in a row. If this is not possible on a given schedule, management is not restricted from splitting the three days off, but no employee will be scheduled onto a separate trick for any of his/her four days (for example, from day or night to overnight).

8. **Job Sharing.** If agreeable to the company and the employees involved, after consultation with the Guild, employees may share regular AP jobs subject to the following conditions:

(a) Each employee shall work on the days scheduled for him or her. The scheduled workdays of the employees shall be established with the consent of the company and shall not be altered except by consent of the company.

(b) Wages of the employees shall be pro-rated according to the number of days worked.

(c) The AP shall not be compelled to pay more than the equivalent of 100% of one employee's benefits.

(d) The company shall not be compelled to find a job-sharing partner for one individual who wants to share a job.

(e) In the case of two regular staff members who want to share a job during the experimental period, a temporary may be hired to replace one

of them in a full-time position during the experimental term, with the understanding that the temporary would leave the staff with due notice if the job-sharing experiment was terminated and both regular employees wanted to return to full-time positions.

(f) Either the employer or any participant may revoke its agreement at any time with at least six (6) weeks' notice.

9. **Smoking Cessation.** Employees will be reimbursed up to a maximum of \$250 for successful completion of a smoking cessation program, including the use of nicotine transdermal patches.

10. **Parking, Public Transportation Vouchers.** AP will continue in the tax-advantage program for parking and/or public transportation as long as it remains allowable under federal law.

11. The Guild shall designate one member of its Human Rights Committee to be the Chairperson who will meet with the Employer twice a year to share ideas. The Chairperson shall suffer no loss or reduction in regular wages and/or benefits because of time spent in meetings with the Employer, or while attending related training and seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

## **Article 32 – HEALTH AND SAFETY**

1. The Employer will continue its policy of striving to provide properly lighted, ventilated, and heated/air conditioned work areas, wherever possible within reasonable physical and financial limits, and to reduce noise to at least the standards of the Occupational Safety and Health Act of 1970 (OSHA).

2. The Employer will furnish an employee all protective devices, including goggles and gloves, necessary to perform his/her job. The Employer will, within limits of its direct control, ensure employees' safe passage on streets, parking lots and other areas near the office.

3. The Employer, upon request, will meet with the Guild to discuss health and safety considerations, including quarterly meetings on a national level to discuss the continued operation of a companywide program on RSI awareness and prevention as detailed in items 7 and 8 below.

4. The Employer shall abide by all federal, state and local laws respecting the health and safety of its employees.
5. The Employer will maintain a policy of providing regularly scheduled routine maintenance on equipment used by employees in the performance of their duties.
6. Employees covered by this Agreement shall not be required to repair equipment.
7. The Employer and the union recognize that it is important to make the staff aware of the need to perform its work in a manner that does not increase exposure to injury. Employees will not be required to remain at a video display terminal work station for unreasonable periods of time without taking breaks to rest their eyes or bodies.

8. The Employer will maintain a training program on the proper use of video display terminals, as well as the lifting and carrying of photographic, video and/or audio equipment. Attendance at such classes will be mandatory. The Employer will quarterly provide the union with a report on the types, level and location of training.

AP agrees that its managers will be instructed to be aware of RSI, to help the staff prevent injuries and to notice signals of developing problems so proper treatment can be obtained. Likewise, members of the staff must maintain good work habits to avoid RSI and other injuries.

As part of a continuing program to provide a workplace free of RSI and other injuries, the AP will:

(a) Meet annually with the Guild and a nationally recognized health organization or consultancy to provide managers and staff with the latest information about the prevention and treatment of RSI and about proper work station design, including fully adjustable CRTs, keyboards, CRT stands and chairs, as well as injuries resulting from the lifting and carrying of equipment.

(b) Provide each employee with information regarding such injuries, including (but not limited to) addresses of appropriate internet sites, fact sheets, booklets and descriptions of useful exercises designed to help prevent the problem. The AP will ensure that all control bureaus have access to an electronic media presentation on RSI and ergonomics (including the lifting and carrying of equipment) which will be available to everyone in the bureau.

(c) Provide new employees with information concerning such injuries as part of the normal orientation process.

(d) When new information on RSI, Ergonomics and the lifting and carrying of heavy equipment becomes available, or when there are changes in bureau locations, or new work environments are created, the Employer will schedule instruction by trained instructors, which will occur at control bureaus on one (1) occasion prior to November 30, 2005. This instruction will be provided on company time and will include information on (but not limited to) the following topics:

- How to seek medical treatment, including diagnostic examinations, through workers' compensation and/or the AP's health insurance plan. AP will assist employees with the filing and processing of their workers' compensation claim forms to expedite claims payments.

- Musculoskeletal problems associated with improper CRT use, and the lifting and carrying of heavy equipment, and the importance of proper and continuous readjustment of workstations and other techniques to prevent such problems.

- The company will continue its policy of working with anyone having difficulty with or desiring specific ergonomic equipment and for work stations to be reconfigured to prevent or help alleviate RSI. This policy will include, but not be limited to, adding special wrist and foot rests, telephone headsets, height-adjustable chairs, height and angle-adjustable CRT screens, anti-glare protection and copy stands. Photo and video-related equipment will include, but not be limited to, lightweight cameras, laptops and batteries; laptop stands; backpacks; harnesses; belts; belt packs; carrying cases; and rolling carts.

- The company's policy that employees are not required to remain at workstations for unreasonable periods of time without taking breaks and that such breaks are encouraged and should be part of their routine. Employees have the flexibility to take breaks of the number and length they feel necessary to give their eyes and bodies adequate rest.

(a) As part of the continuing RSI-prevention program, and to prevent injuries resulting from the lifting and carrying of equipment, the AP also will bring in ergonomics professionals, including the company's workers' compensation insurance carrier, as necessary, to evaluate AP bureaus and departments and to work directly with staffers who may be experiencing such problems.

9. The Guild shall designate one member of its Health and Safety Committee to serve as Health and Safety Coordinator. The Guild's Safety Coordinator shall suffer no loss or reduction in regular wages and/or ben-

efits because of time spent in meetings with the Employer, or while attending safety related training and seminars presented by the Employer. All other expenses related to attending such meetings will be the sole responsibility of the Guild.

The Employer also agrees to pay the cost of tuition for the Guild's safety officer to attend two safety related training or seminars that have been agreed to by the Employer and approved in advance. All other expenses related to the Safety Coordinator's attendance at such training or seminars will be the sole responsibility of the Guild.

### **Article 33 – SEVERABILITY**

If any article or section of the collective bargaining agreement is declared illegal by final judgment of a court of competent jurisdiction, including appeals if any be taken, such invalidation of such article or section shall not invalidate the remaining portions of the collective bargaining agreement and the parties shall meet to negotiate a provision that will meet the requirements of the law in the questioned clause.

### **Article 34 – NON-INTERFERENCE**

The Guild agrees that it or its members, acting upon authority of the Guild or any local or unit thereof, except upon breach of the terms of this Agreement by the Employer, will not interfere directly or indirectly in any way with the production, distribution or delivery of any news, broadcast audio or TV news, feature or newphoto or other service of the Employer which the Employer may at any time be obligated by contract to deliver to any member, firm, corporation or person.

### **Article 35 – DURATION AND RENEWAL**

This Agreement is effective as of December 1, 2002, and shall terminate at midnight November 30, 2005. Within the 45-day period immediately before the termination of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect at the termination of the present Agreement.

Should agreement not be reached on the expiration date, the contract will remain in full force until one party provides 14 days' written notice of its intention to terminate the Agreement.

For the News Media Guild:

By: \_\_\_\_\_  
Tony Winton, President  
Adolphe Bernotas  
Negotiating Committee Chairperson

Attest: For The Associated Press:

By: \_\_\_\_\_  
Jessica L. Bruce, Deputy Director of Human Resources  
\_\_\_\_\_  
Bruce E. Richardson  
Director of Safety and Compliance

### **Health (POS) Side Letter**

JUNE 2, 2003

Mr. Tony Winton, President  
News Media Guild, Local 31222  
1501 Broadway #708  
New York, N.Y. 10036

Re: Editorial Health Plan Agreements

Dear Tony:

This will confirm our agreement regarding the managed care health program for Editorial employees:

The health insurance program will have the following characteristics:



1. The point of service (POS) arrangement will allow each covered individual to select a primary care physician who will serve as a gate-keeper to provide family medical care.

(a) Participants will be able to select their doctor from a list of POS network participants board-certified physicians who meet a rigid set of qualifications for membership in a network.

(b) There will be no annual deductibles for people using the POS managed care network, and participants do not need to file claim forms for medical expense reimbursements.

(c) All medical services provided by the POS will be fully paid after the following participant copayments at the time service is provided:

(1) Hospital Admissions: \$100 copayment.

(2) Emergency Room: \$50 copayment (includes the cost of the attending physicians and diagnostic services such as x-ray readings).

(3) Doctor's office visits: \$20 copayment per visit. There can be circumstances, such as pregnancy and other long-term care, where a (one-time) \$20 copayment may be applied by the POS plan.

(4) The POS plan includes wellness care, such as annual physicals and on-going baby care, on the same \$20 flat fee basis. Additional enhancements include immunizations, vaccines, flu shots, and other tests or procedures that are medically appropriate for people at various stages of life.

2. Staffers who live in areas served by the POS plan selected by the AP may elect at any time to go to a doctor or hospital not in the network, but will be subject to the following charges:

- Expenses will be reimbursed after annual deductibles of \$300 per person, and \$600 per family are applied to all "out-of-network" services.

- All expenses over and above the deductible—hospital, emergency room and doctor visits—will be on a shared basis with the employee paying 30% and the company, 70%.

- The maximum annual "out-of-network" cost will be \$1,850 per person, or \$3,700 per family.

- Wellness care mentioned for network participants will not be covered "out-of-network."

- Claim forms will need to be filed with the carrier to obtain reimbursement for medical care obtained "out-of-network."

3. AP employees working or residing in areas not served by the POS network selected will be eligible to continue coverage under the AP's present indemnity plan until the POS service area is expanded to include them. These employees and their covered dependents will not be subject to annual deductibles because of doctor office visits. Present benefit levels under the indemnity plan will be continued, but reimbursements will be subject to the following schedule:

- Annual deductibles for hospitalizations will be \$150 for individuals, and \$300 for families.

- Maximum out-of-pocket costs per covered individual will be \$800 a year or \$2,400 per family.

- Wellness care such as annual physicals and on-going baby care, immunizations, vaccines, flu shots, and other tests or procedures that are medically appropriate for people at various stages of life will be covered subject to the 20% regular coinsurance requirement.

4. In areas served by the POS network, AP health plans under managed care will provide non-duplicating coordination of benefits for employees or dependents who may be covered by other health plans. This means no one can receive from the AP's plan more than the co-insurance maximum of 70% reimbursement.

Regular coordination of benefits (duplicating) will continue to apply to areas where the POS network is not available.

The "birthday rule" will continue to apply to all AP medical plans. Under the "birthday rule," dependent children receive primary insurance coverage from the policy of the parent with the birth date that falls first in the year.

5. The prescription card schedule of payments provides incentives for using generic drugs where possible. Effective July 1, 2003, the new plan will fill orders for generic drugs for \$7 per order, preferred name brands for \$16 and non-preferred name brands for \$22.

6. The AP will continue the "managed care" network for delivery of mental health and substance abuse treatment. Under the plan, a staffer needing treatment for a mental health or substance abuse problem would call an 800 number. A mental health professional would talk to the staffer about the problem and refer him/her to a psychiatrist, psychologist or other provider in the staffer's community.

A staffer who makes use of a professional recommended by the network will receive "in-network" benefits, which are 100 percent for in-

patient care. For out-patient care, treatment is paid at 100 percent after a \$20 copayment.

There are no separate deductibles for mental health/substance abuse treatment.

A staffer could choose to be treated by a non-network provider but would be subject to the charges described in Section 2 above. If this letter accurately sets forth our agreements on this subject, please countersign below and return a signed copy of the letter to me.

7. Effective January 1, 2003, the plan began coverage of prescribed contraceptives, subject to the applicable schedule for prescription co-payment amounts.

8. Effective June 1, 2003, the plan began coverage of an employee's same sex domestic partner at the rates established for employee and spouse. It is understood and agreed that such coverage is available only to same sex domestic partners who are precluded by statute from marriage in the jurisdiction of personal residency and, akin to the Plan's requirement for proof of marriage, is further contingent upon the employee's submission of written evidence that a domicile has been established jointly with a same sex partner who shares the domicile's obligations for expenses and maintenance.

Regarding disputes that may arise concerning health insurance coverage for employees covered by the AP-NMG contract, the following applies:

- The present POS agreement with the insurance carrier includes a specific grievance and appeals system to handle employee problems and/or concerns regarding medical claims. Nothing herein is intended to supplant or alter those procedures.

- The employer will actively participate as necessary in the appeals process to make certain that a fair and complete review is conducted by the carrier on any employee grievances and that the employee's interests and rights are protected under terms of the plan.

- The employer agrees to closely monitor the disposition of all such disputes on an ongoing basis. It is agreed that an annual dispute review meeting, with the carrier and the union present, shall be held. The purpose of this meeting shall be to discuss the operation of the plan and to uncover trends that may need to be addressed. In addition, the disposition of employee grievances and resolutions will be reviewed.

- In those cases where the internal grievance process of the carrier has been exhausted, and the individual remains unsatisfied, he or she

may bring the dispute to the company and the union for review and consideration at this meeting. However, nothing herein entitles the employee to pursue medical and benefits disputes through the arbitration procedure of the collective bargaining agreement.

If this letter accurately sets forth our agreements on this subject, please countersign below and return a signed copy of the letter to me.

Jessica L. Bruce, Deputy Director of Human Resources

For the News Media Guild:

By: _____	_____
Tony Winton, President	Adolphe Bernotas Negotiating Committee Chairperson

Attest: For The Associated Press:

By: \_\_\_\_\_  
Jessica L. Bruce, Deputy Director of Human Resources

## **Short Term Disability Side Letter**

*June 2, 2003*

*Mr. Tony Wintort, President  
News Media Guild, Local 31222, TNG-CWA  
1501 Broadway Suite 708  
New York, NY 10036*

*Dear Tony:*

**This letter confirms that the Associated Press will request bids for employee-paid Short Term Disability Insurance. If an appropriate policy is procured, the AP will make coverage available to members of the News Media Guild collective bargaining unit on a voluntary basis in which the employee will be personally responsible for all premium costs.**

*Sincerely,*

**Jessica L. Bruce  
Deputy Director of Human Resources**

## Pension "Pop-Up" Side Letter

June 2, 2003

Mr. Tony Winton, President  
News Media Guild, TNG-CWA Local 31222  
1501 Broadway, Suite 708  
New York, NY 10036

Dear Tony:

Effective with the start of the next plan year, January 1, 2004, The Associated Press will add a pop-up option to the pension benefit election options in the Revised Retirement Plan for Employees of The Associated Press represented by the News Media Guild.

This is a "joint-and-survivor" option that the employee may elect to receive a reduced benefit in exchange for a benefit to be paid to their spouse should the employee predecease him/her. The pop-up option allows an employee to elect a reduced joint and survivor benefit with a special provision; that should the spouse predecease the retiree, the pension "pops-up" to a higher level of benefit that has been actuarially determined.

Sincerely

Jessica L. Bruce  
Deputy Director of Human Resources

## **Employee Monitoring Side Letter**

June 2, 2003

Mr. Tony Winton, President  
News Media Guild, TNG-CWA Local 31222  
1501 Broadway, Suite 708

Dear Tony:

This letter will serve to clarify certain understandings regarding the company's use of electronic employee access systems. The Employer uses these access control systems for lawful business purposes and to assist in the safety and security of the AP's business systems and premises.

This confirms what we have told the Guild that electronic card entry, electronic keypad entry, and computer sign-on, sign-off records are not used and will not be used as "time clocks" for the purpose of logging, tracking, or recording hours worked by an employee.

Sincerely,

Jessica L. Bruce  
Deputy Director of Human Resources

## **Vehicle Weekly Allowance Side Letter**

June 2, 2003

Mr. Tony Winton, President  
News Media Guild, TNG-CWA Local 31222  
1501 Broadway, Suite 708  
New York, NY 10036

Dear Tony:

This will confirm our understanding that if any APTN newsperson is authorized to use his/her vehicle on a weekly basis, he or she will be eligible for the weekly allowance specified in Article 18, Section 2(b) of the agreement.

Sincerely,

Jessica L. Bruce  
Deputy Director of Human Resources



## **Researcher Side Letter**

June 2, 2003

Mr. Tony Winton, President  
News Media Guild, TNG-CWA Local 31222  
1501 Broadway, Suite 708  
New York, NY 10036

Dear Tony:

This letter confirms that the five (5) incumbent Information Specialists (Researchers) with the News and Information Research Center in New York City and two Information Specialists in the Washington news bureau will be elevated to full newsperson status as of June 2, 2003, in conjunction with ratification of the new contract.

In New York, this will apply to Rhonda Shafner, Julie Reed, Barbara Sambriski, *Monika Mathur, and Justin Glanville. In Washington, David Goodfriend and Rachel Landau* will be elevated.

Replacements for any of these persons in the future will also be covered as newspersons.

In determining their appropriate salary scales, each will receive the contractually-provided credit toward newsperson scale of six months for each year of AP employment, but no base salary will be reduced as a result of this change. Each will also be eligible for a full Class A differential of \$120 weekly instead of the current \$29.43

Sincerely,

Jessica L. Bruce  
Deputy Director of Human Resources

## **Sexual Orientation Side Letter**

June 2, 2003

Mr. Tony Winton, President  
News Media Guild  
1501 Broadway, Suite 708  
New York, NY 10036

Dear Tony:

This will confirm that the provisions of Article 6, paragraph 3 prohibit sexual orientation discrimination, which will be applied to all employees. The Associated Press prohibits discrimination in employment on the basis of an employee's sexual orientation to the extent prescribed by the New York City Administrative Code.

Sincerely,

Jessica L. Bruce  
Deputy Director of Human Resources

## Per Diem Employees Side Letter

June 2, 2003

Kevin Keane

President

Wire Service Guild, Local 31222

1501 Broadway, 7th Floor

New York, N.Y. 10036

Dear Kevin:

This confirms our understanding on the use of per diem employees in Associated Press operations, in order to create some continuity of service benefits for individuals who otherwise would be discontinued after brief *periods of employment*.

We have agreed that a per diem employee works irregularly, sporadically and on an as-needed basis. Specifically, such an employee would work, on average, fewer than 780 hours in a calendar year which is less than 40 percent of the regular, full-time schedule of 1,950 hours in a calendar year. It is envisioned that these individuals perform tasks such as additional photo services when a home sports team is in town or when bureau photo requirements exceed staffing levels or when peak operating periods, such as elections, require additional office assistance.

Generally the company would expect such employees to work fewer than 15 hours per week in a calendar year, except when involved in a special news event, an athletic season or another seasonal period or periodic event during the course of a year.

Employees who work 780 hours or more in a calendar year, but less than full time in a calendar year, shall become regular part-time employees and be subject to the provisions of the collective bargaining agreement article governing regular part-time employment, effective on the first day worked in the calendar year that immediately follows the calendar year in which he/she met or exceeded 780 hours of work.

Since the need for these employees cannot be adequately anticipated and scheduled in advance, per diem and seasonal employees shall not be subject to the provisions of Article 19 (Hours and Overtime), except they shall

be paid one and one-half times their regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.

AP acknowledges that its use of per diem and seasonal employees will not reduce the overall work force of part-time employees working fifteen (15) or more regularly scheduled hours per week or of full-time employees covered by this letter of agreement.

Further, the trial period for per diem and seasonal employees shall have a duration of 1,450 aggregate hours worked for the Employer since his/her date of hire, regardless of the number of months and/or years since such an employee began working for the AP. As agreed, per diem and seasonal employees who work fewer than 780 hours annually shall not be eligible for coverage under articles covering Dismissal Indemnity/Severance, Hours and Overtime, Work Schedules, Holidays, Vacations, Leaves of Absence, Military Service, Sick Leave, Hospital-Medical-Dental, Life Insurance, Pensions or Miscellaneous (Sections 3 and 4) of the Agreement. The Union and the Company agree that during the term of the present Agreement, the Company may employ per diem employees in accordance with the terms explained above. The parties agree that the use of per diem employees is on an experimental basis, is without precedential value and does not prejudice either party's rights in any future matters or negotiations. The parties further agree to meet and discuss any concerns related to the use of per diem employees on an annual basis on a mutually acceptable date and time and on a more frequent basis to resolve specific grievances or concerns. Moreover, the Union retains the right to revoke its agreement on this matter for reasonable cause demonstrated on and after July 1, 2001. Finally, it is expressly understood and agreed that the Company's use of per diem employees does not abridge the Agreement's provisions regarding temporary and part time employees, nor will it adversely affect part-time and temporary employees or practices related to those employees.

Jessica L. Bruce, Deputy Director of Human Resources

## **Business Systems/Use of Computers Side Letter**

June 2, 2003

Mr. Karl Jendretzky, President

CWA 1314

-and-

Mr. Kevin Keane

Administrator

News Media Guild

Dear Karl and Kevin:

This letter confirms certain understandings regarding the AP's policy on Business Systems/Use of Computers, Networks and Internet Access ("Business Systems" hereinafter.)

The AP confirms that the policy does not change its continuing practice regarding monitoring of any employee's use of a private and personal computer for non-business purposes. Specifically, AP will not use its Business Systems to access or monitor an employee's private computer but reserves the right to monitor electronic traffic and/or communication to and from AP's Business Systems, in accordance with the Business Systems Policy.

By you respective signatures below, you acknowledge and accept the contents of this letter and the Business Systems Policy on behalf of your respective labor organizations.

Specifically, the News Media Guild agrees to withdraw its prior objections to the policy and CWA 1314 agrees to withdraw with prejudice its Unfair Labor Practice charge, NLRB Case #9-CA-39211.

Thank you for your continuing cooperation.

Sincerely,

James M. Donna

Vice President and Director of Human Resources

## Photo Editing and News Integrity

June 2, 2003

Mr. Tony Winton  
President  
News Media Guild  
1501 Broadway Suite 708  
New York, NY 10036

Re: Photo Editing and News Integrity

Dear Tony:

This letter is provided to the News Media Guild concurrently with The Associated Press News Integrity Policy.

As stated in the policy and during numerous discussions with the Guild, the content of a photograph may never be altered or manipulated in any way. AP pictures must always tell the truth. The AP permits the use of the subtle, standard photo printing methods of dodging, burning, toning and cropping, provided the use of these methods does not conceal, obscure, remove or otherwise alter the content, or any portion of the content, of the image.

In any instance when an employee has questions about the use of such methods or the AP's requirements and limitations on photo editing, he/she should contact a senior photo editor prior to the submission/transmission of any image.

Sincerely,

Jessica L. Bruce  
Deputy Director of Human Resources.

## **Broadcast Operations Plan Side Letter**

June 2, 2003

Mr. Tony Winton  
President, Local 31222  
Wire Service Guild  
1501 Broadway #708  
New York, N.Y. 10036

Dear Tony,

This is to confirm our agreement that the current fee schedule for AP's broadcast operations (Article 12) is and was intended to apply only to such operations as they now exist.

Should the AP create new and distinct products during the contract term, those new products shall be deemed to alter materially the functions of jobs associated with the broadcast operation, and the present fee structure shall not apply to the new product.

Should this occur, the AP and the Guild shall meet and attempt to negotiate a new fee structure for such work, and any dispute shall be resolved pursuant to Article 8 (Normal Work) of the collective bargaining agreement.

*Jessica L. Bruce, Deputy Director of Human Resources*

## Seniority Side Letter

June 2, 2003

Ms. Jessica L. Bruce  
Deputy Director of Human Resources  
The Associated Press  
50 Rockefeller Plaza  
New York, N.Y. 10020

Dear Jessica:

This will confirm our mutual understanding that the term "seniority" as used in the collective bargaining agreement including in Article 6 (Job Security), Section 6, refers to company-wide length of service.

Sincerely,

Kevin Keane  
Administrator



## Guild Activity Side Letter

ne 2, 2003

Jessica L. Bruce  
Deputy Director of Human Resources  
The Associated Press  
50 Rockefeller Plaza  
New York, N.Y. 10020

Dear Jessica:

In connection with our discussions regarding Article 6, Section 3, "membership or activity in the Guild" includes the pressing of contractual claims by employees.

Sincerely,

Adolphe Bernotas  
NMG Negotiating Committee Chairperson

## Wide World Photos Side Letter

June 2, 2003

Jessica L. Bruce  
Deputy Director of Human Resources  
Associated Press  
50 Rockefeller Plaza  
New York, N.Y. 10020

Dear Jessica:

This confirms our understanding on steps The Associated Press will take with Guild-covered sales staff on a routine basis in an effort to broaden the sale of AP photos.

AP and staff will meet to discuss ideas for product/market growth so the company can consider them for its business plan. The forum will be used to keep staff informed on the status of growth ideas being reviewed or under implementation already. AP will meet with the staff on a quarterly basis and will schedule the first such meeting before the end of the first quarter this year.

The Guild agrees if a clearly marked unauthorized member or third-party restricted image is sold by a WWP salesperson, AP shall not be required to pay commission and does not abridge any other right AP has under the collective bargaining agreement.

Sincerely,

Adolphe Bernotas  
NMG Negotiating Committee Chairperson

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